डेडीकेटेड फ्रेट कोरीडोर

**REQUEST FOR PROPOSAL**
**DOCUMENT (e-RFP)**

# ALLOTMENT OF SOLE RIGHTS FOR OPERATION OF ROLL ON - ROLL OFF (RO-RO) SERVICE BETWEEN NEW PALANPUR AND NEW REWARI SECTION OVER WDFC

**NIT no-HQ/OPBD/BD(PROC)/2/2020/RO-RO/REJN-PNUN**

**16th Feb, 2021**

***Issued by*** *:*

DEDICATED FREIGHT CORRIDOR CORPORATION OF INDIA LIMITED
(**DFCCIL**)

5TH FLOOR, SUPREME COURT METRO STATION BUILDING COMPLEX,
NEW DELHI-110 001
(INDIA)

# Table of Contents


| Sr. No. | Contents | Page No. |
|---|---|---|
| 1. | Disclaimer | 3 |
| 2. | Abbreviation's Description/ Definitions | 4-5 |
| 3. | Check list for Submission of Proposal/ Document | 6-8 |
| 4. | Section -1: Notice for Inviting Tender | 9-14 |
| 5. | Section -2: Letter of Invitation | 15-17 |
| 6. | Section -3: Information and Instructions to Applicants | 18-30 |
| 7. | Section -4: Scope of Work | 31-37 |
| 8. | Section -5 Evaluation of Proposals | 38-41 |
| 9. | Section -6: Special Conditions | 42-47 |
| 10. | Section -7: Settlement of Disputes | 48-50 |
| 11. | Format of Proposal submission - Annexure 1 to 5 | 51-57 |
| 12 | Forms: | 58-80 |
| 12.1 | ECS Form (Form -1) | 58 |
| 12.2 | Undertaking Forms (Form -2) | 59 |
| 12.3 | Declaration of Eligibility (Form -3) | 60 |
| 12.4 | Declaration for Labour Law Compliance(Form -4) | 61 |
| 12.5 | Pre-Contract Integrity Pact (Form -5) | 62-67 |
| 12.6 | Format For Affidavit (Form-6) | 68-69 |
| 12.7 | Format for Bid Security Declaration (Form-7) | 70-71 |
| 12.8 | Financial Situation - General Eligibility Criteria (Form FE-1) | 72-73 |
| 12.9 | Financial Eligibility Criteria (Form FE-2) | 74-75 |
| 12.10 | Format for Performance Guarantee (Form-8) | 76-77 |
| 12.11 | Format for Contract Agreement (Form-9) | 78-80 |
| 13 | Enclosures - 1<br>Drawing showing Ramp Design | 81 |

# Disclaimer

1. This RFP is not an Agreement, neither an offer, nor an invitation from DFCCIL (Client) to the Prospective Bidders. The information contained in this RFP is subject to terms & Conditions stipulated therein the RFP document.

2. The aforesaid information, provided in this RFP may be based upon an interpretation of applicable Law/Laws. Client accepts no responsibility for the accuracy or otherwise of any such interpretation or opinion on Law.

3. While adequate care has been taken in preparation of this RFP Document, the applicant/bidder should satisfy itself that the Document is complete in all respects. Intimation of discrepancy, if any, should be given to the specified office immediately. If no intimation is received by this office till the pre-bid meeting, it shall be deemed that the RFP Document is complete in all respects and applicants is/are satisfied regarding the same.

4. Neither DFCCIL/MOR nor their employees or representatives make any warranty as to the accuracy, reliability or completeness of the information in this RFP Document and it is not possible for DFCCIL to consider the investment objectives, financial situation and particular needs of each applicant who uses this RFP Document. Each prospective applicant should conduct their own investigations and analysis and check the accuracy, reliability and completeness of the information in this RFP Document and obtain independent advice from appropriate sources.

5. Neither DFCCIL/ MOR nor their employees nor their representatives will have any liability to any prospective applicant or any other person under the law of contract, tort, the principles of restitution for unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RFP Document, any matter deemed to form part of this RFP Document, the award of the Assignment, the information and any other information supplied by or on behalf of DFCCIL or their employees, representative or otherwise arising in any way from the selection process for the Assignment.

6. DFCCIL reserves the right to reject any or all of the Applications submitted in response to this RFP Document at any stage without assigning any reasons whatsoever. DFCCIL also reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted the RFP Application.

7. DFCCIL reserves the right to change/ modify/amend any or all of the provisions of this RFP Document. Such changes shall be notified to all Applicants by DFCCIL

**Abbreviation's Description**

| | |
|---|---|
| COD | Commencement of Commercial Operation Date |
| DFC | Dedicated Freight Corridor |
| DFCCIL | Dedicated Freight Corridor Corporation of India Limited |
| DPR | Detailed Project Report |
| EDFC | Eastern Dedicated Freight Corridor |
| EMPLOYER | Implementing Agency that signs the Contract with the Licensee |
| ESP | Engineering Scale Plan |
| FOIS | Freight Operations Information System |
| FT | Freight terminal |
| GOI | Government of India |
| ICD | Inland Container Depot |
| IPA | In Principle Approval |
| IR | Indian Railways |
| JV | Joint Venture |
| LICENSEE | Legally established eligible entity which is awarded the Works and which signs the Contract with the Employer |
| LOA | Letter of Award |
| LP | Logistics Park |
| MONTH | Calendar Month |
| MMLP | Multi-Modal Logistics Park |
| MOR | Ministry of Railways |
| NOC | No Objection Certificate |
| OHE | Overhead Equipment |
| PFT | Private Freight Terminal |

| | |
|---|---|
| RFP | Request for Proposal |
| RO-RO | Roll On Roll Off |
| S&T | Signalling and Telecommunication |
| SEZ | Special economic zone |
| SIP | Signalling & Interlocking Plan |
| SOD | Schedule of Dimension |
| TMC | Terminal Management Company. |
| TMS | Terminal Management System of FOIS |
| TRIP | Single trip in either direction (Either New Palanpur to New Rewari or New Rewari to New Palanpur) |
| WDFC | Western Dedicated Freight Corridor |

# CHECK LIST FOR SUBMISSION OF PROPOSAL/DOCUMENTS

**CHECK LIST FOR SUBMISSION OF PROPOSAL/DOCUMENTS**

| S. No. | Requirement of the Proposal | Yes/No<br>√ / X | Ref# |
|---|---|---|---|
| 1 | ANNEXURE-1<br>Covering Letter Format | | |
| 2 | ANNEXURE-2<br>Firm/ Company Profile | | |
| 3 | ANNEXURE-3 and Form FE-1 & FE-2<br>Annual Turnover of the Bidder in the Last Three Years & Net Worth Details<br>(Certificates from Chartered Accountant)<br>*Give form wise reference* | | |
| 4 | ANNEXURE-4<br>Experience Regarding Operation Of Transportation Business | | |
| 5 | ANNEXURE-5<br>Format For Financial Bid by the Bidder | | |
| 6 | UNDERTAKING FORMS<br>(FORM 1, 2, 3, 4, 5, 6 & 7)<br>*Give form wise reference* | | |
| 7 | Power Of Attorney/Authorisation From Company/ Firm in Favour of Authorised Signatory | | |
| 8 | Any Other supporting document<br>*Give reference of each supporting document* | | |

# *Specific Reference Page of the Technical & Financial Bid'* as *submitted by the Bidder on* i.e.

*It is an absolute requirement that all the Pages i.e. each Page of the original Technical and Financial Proposal shall be uniquely numbered and self explanatorily, cross referenced. The cross Referencing of all the pages shall be visibly reflected in a suitably designed Index, to facilitate the Client in ready referral.*

*All the Pages i.e. each Page of the original Technical and Financial Proposal shall be initialed, on the round stamp of the Bidder, by the same authorized representative of the Bidder who signs the Proposal, also clearly mentioning the Name, Designation & the Firm of the aforesaid Authorized Representative in a signature block on each page ; except stated otherwise on a particular Document;.*

**Certificate by the Bidder**

(i) Undersigned, certifies that Bidder's proposal is in full compliance with all the requirements , stipulated in the RFP and all the subsequently issued addenda,

(ii) Further, Bidder certifies that the information regarding complete submission of the all the above cited Documents, placed at Reference given above, is correct without any deviation.

Bidder's Authorized representative Signature _____
(on Bidder's round Stamp)
Name _____
Designation _____
Lead Partner-Firm _____
E Mail ID _____

# SECTION – 1

# Notice for Inviting Tender

# SECTION – 1

## Notice for Inviting Tender [NIT]

Dedicated Freight Corridor Corporation of India Limited [DFCCIL] having its Corporate Office at 5th Floor, Supreme Court Metro Station Building Complex, Pragati Maidan [hereafter referred, also, as **'Employer'**], New Delhi, India, invites E-Tenders, in 'Single Stage Two Packet System' on prescribed Forms from Firms/ Companies/ Joint Ventures/ Consortiums meeting the requisite qualifying criteria, for Operation of RO-RO Service over New Palanpur to New Rewari section of WDFC, for which License will be granted to the successful bidder (**Licensee**) to be selected through this RFP. The RO-RO Service will be operated by the Licensee identified as the highest eligible financial bidder on the basis of financial bid offered for a single trip, for a train consisting of 45 BRN wagons, between New Palanpur and New Rewari on Western Dedicated Freight Corridor, over and above the reserve price fixed in this RFP on the terms & conditions set in this document.

| **S. No.** | **Description** | **Explanation** |
|---|---|---|
| 1. | NIT No. | HQ/OPBD/BD(PROC)/2/2020/RO-RO/REJN-PNUN |
| 2. | Name of Work | **ALLOTMENT OF SOLE RIGHT FOR OPERATION OF ROLL ON- ROLL OFF (RO-RO) SERVICE BETWEEN NEW PALANPUR AND NEW REWARI SECTION OF WDFC** |
| 3. | Type of Tender | Open E-Tender (Single Stage Two Packet System) |
| 4. | Type of Contract | **Sole Right License to operate Roll On Roll Off (RO-RO) Service** |
| 5. | Duration of the License | Duration of the license will be one (01) year from the Commencement Date, extendable by one year. |
| 6. | Bid Validity | 120 days from last date from date of Proposal opening |
| 7. | Number of Rakes to be offered | Two rakes consisting of 45 BRN wagons each, modified /customized and made suitable, by the Indian Railways, for loading & unloading of Trucks on/from each of the Wagons as Roll On Roll Off (RO-RO) service.<br>Further Facilities like Entry / Exit Ramps , connectivity from concerned Traffic Yard to a Motor able Road and Lighting in concerned Traffic Yard would be provided by the DFCCIL. |
| 8. | Minimum guaranteed trips | 450 trips for one rake X two rakes offered = 900 trips for one year |
| 9. | Reserve Price for single trips | Rs. 9,00,000/-[INR Nine Lacs only] for single trip per rake Payable by the Licensee |

| | | |
|---|---|---|
| 10. | Minimum Contract value | 9,00,000 X 2 X 450 Single Trips = 81,00,00,000/-<br>Rs. Eighty One Crores only (minimum contract value)<br>Payable by the Licensee |
| 11. | Cost of tender document | NIL |
| 12. | Bid Security Declaration | In terms of MOF OM no- No. F.9/4/2020-PPD dated 12-11-2020, on Bid Security/ Earnest Money Deposit, Bidders are required to submit Bid Security Declaration, accepting that;<br>i. If during period of validity of their Bid, they withdraw or modify their Bids, or<br>ii. If, as successful Bidders they refuse to furnish Performance Security within the stipulated period from the LOA or;<br>iii. If , subsequently after award of the Tender , any of the information, provided/contained in the Bidder's [subsequently, the successful Bidder and later licensee] Bids is adjudged to be False during the validity of the Contract;<br>the Bidder/Successful Bidder/Licensee or their Legal successors (in title) will be suspended i.e. not allowed to Bid for any Tenders Floated by 'Indian Railways' or by 'DFCCIL' for the specified period of **Two Calendar Years period beginning from the date of submission/uploading of the Bidder's Bid/Proposal**.<br><br>The Bidders shall be required to submit an undertaking, on a Non Judicial Paper, a duly notarized **"Bid Security Declaration'** in the Form, provided in this RFP Document. |
| 13. | RFP submission Website Details | www.ireps.gov.in |
| | **Date & Time Schedule :** | |
| 14. | Uploading Date of Document | **16-02-2021** |
| 15. | Pre–Bid meeting date, Time and Place | **On 26-02-2021 at 12:00 Hrs** at Conference Hall, 4th floor, DFCCIL Corporate Office, Supreme Court Metro Station Building Complex, New Delhi-110001 and also through video conference. |
| 16. | Last Date and time for Submission of Proposal | **18-03-2021 till 14:00 Hrs** |
| 17. | Date and time of opening (on line) | **18-03-2021 at 15:00 Hrs** |

| | | |
|---|---|---|
| 18. | Representative/ Contact person of DFCCIL | General Manager (Operations),<br>Dedicated Freight Corridor Corporation of India Limited. |
| 19. | Address for communication | Room no.506, 5th Floor, *Supreme Court* Metro Station Complex, New Delhi – 110001 India<br>Phone: +91-11-23454880 Fax +91-11-23454701,<br>Email: vedprakash@dfcc.co.in |
| 20. | Help desk for E-submission | For any clarification, help and registration for E-tendering bidders may contact Asstt. Manager/BD, DFCCIL on email ID rajeshkumar2@dfcc.co.in or Telephone No. 011-23454968 |
| 21 | Availability of RFP documents and amendments | The RFP document can be downloaded from www.ireps.gov.in, and can also be viewed at www.dfccil.com<br>DFCCIL may issue amendments to the RFP document at least 10 days prior to the closing date for submission of proposal by uploading amendment on www.ireps.gov.in. |

**Additional Information with NIT :**

1. RFP document is non-transférable.

2. It is mandatory for all Prospective Bidders to have Class-III Digital Signature Certified from any of the Licensed Certifying Agencies ('CA') to participate in E-Tendering of DFCCIL, (Bidders can see the list of Licensed CAs from the link www.cca.gov.in ), in the name of the person who will submit the Online Proposal and is authorized to do so. Bidders are advised to install Java on their Computers.

3. The Bidders, in case, not already registered on IREPS portal, are required to be & can get themselves registered free of charge by filling up online registration form which can be accessed through the New Vendors/Contractors (ETender) link available in the Quick Links section on IREPS portal i.e. https://www.ireps.gov.in.

4. Interested Bidders who wish to participate should visit E-Tender Portal on the website www.ireps.gov.in , which is the only website for bidding their offer. However, the RFP has also been uploaded on DFCCIL website www.dfccil.gov.in for viewing only. Bidders must have JAVA installed on their Computers.

5. The RFP document can be downloaded from www.ireps.gov.in, and can also be viewed at www.dfccil.com. Bidders are advised not to make any corrections, additions or alterations in the downloaded RFP document. In case, any corrections, additions or alterations in the downloaded RFP DOCUMENT are made, such proposal shall be summarily rejected.

6. DFCCIL may issue addendum(s)/corrigendum(s) to this RFP. In such case, the addendum(s)/corrigendum(s) shall be issued and placed only on E-Tender Portal on

the website www.ireps.gov.in, at least ten days in advance of the last date fixed for submission of proposal. The tenderer must keep themselves updated, by frequently visiting the www.ireps.gov.in, about the latest developments about the tender and ensure that the addendum(s)/Corrigendum(s), if any are downloaded by them from the E-Tender Portal (in PDF Format) and thereafter is/are uploaded on the E-Tender Portal through their digital signature.

7. The intending Bidder (s) must read the terms and conditions of this bid document RFP carefully and should only submit the proposal bid if it is considered eligible and in possession of all the DOCUMENTs, as required.

8. The RFP DOCUMENT should be submitted through online mode only in E-Tender Portal on the website www.ireps.gov.in. The offer submitted other than online mode, will not be accepted.

9. Eligibility of the Bidder shall be assessed as per Section-5, Instruction to Bidders are laid down in section-3 of this RFP Document..

10. The Bidder (s) is/are required to quote strictly as per the terms and conditions, as stipulated in this RFP DOCUMENT and not to stipulate any deviations, else, the offer may be liable to be rejected.

11. The Bidder(s) if required, may submit questions in writing to the Office address mentioned at S.N.19 above or e-mail at vedprakash@dfcc.co.in to seek clarifications *(on or before the date of pre-bid meeting)*.

12. Technical Bids shall be opened online on E-Tender Portal of www.ireps.gov.in, at the time and date given in NIT. The Bidders or their authorized representatives may attend the opening of Technical bids, if they choose to do so.

13. Financial bid of only technically qualified tenderers will be opened on 24-03-2021 at 15:00 hrs. (tentative). Separate intimation to technically successful tenderers will be sent through an email and Notification before 24-03-2021.

14. Any tender received ***without Bid Security*** **Declaration [Ref- serial no-12, above]** as specified in tender DOCUMENT shall not be considered and shall be ***summarily rejected***.

15. DFCCIL reserves the right to cancel the Bids/Tenders before submission/opening of tenders, postpone the tender submission/opening date and to accept / reject any or all tenders without assigning any reasons thereof. Assessment by DFCCIL of suitability as per eligibility criteria shall be final and binding. DFCCIL also reserves the right for asking for any clarification from the tenderers on the submitted bid for evaluation purpose and the tenderer would have to promptly clarify the same.

16. Bidder(s) may note that they are liable to be disqualified at any time during the tendering process in case any of the information furnished by them is found false. In terms of the proviso at serial no-12(Bid Security Declaration), above, Bidders or their Legal successors (in title) will be suspended i.e. not allowed to Bid for any Tenders Floated by 'Indian Railways' or by 'DFCCIL' for the specified period of Two Calendar Years period beginning from the date of submission/uploading of the

Bidder's Bid/Proposal.. The decision of DFCCIL in this regard shall be final and binding.

*Note- the terms 'Bids' , 'Tenders' or 'Proposals' are synonymous / carry the same meaning for the interpretation purpose.*

# SECTION – 2

# Letter of Invitation [LOI]

# SECTION – 2

## Letter of Invitation [LOI]

NIT No. HQ/OPBD/BD(PROC)/2/2020/RO-RO/REJN-PNUN

Dear Sir/Madam

**Sub : ALLOTMENT OF SOLE RIGHTS FOR OPERATION OF ROLL ON ROLL OFF (RO-RO) SERVICE BETWEEN NEW PALANPUR AND NEW REWARI SECTION OVER WDFC**.

1. The Dedicated Freight Corridor Corporation of India Limited (hereafter referred to as '**DFCCIL or Employer'**), having its Corporate office at 5th Floor, Supreme Court Metro Station Building Complex, New Delhi – 110001, India, a Public Sector Enterprise set up as a wholly owned Government Company under The Companies Act, has decided to undertake the Tendering for the selection of the 'Licensee' for the following Work ;

   **"Allotment of Sole Rights for Operation of Roll on Roll off (Ro-Ro) Service Between New Palanpur And New Rewari Section Over WDFC."**

2. The Employer, now, invites Bids, from the eligible Bidders, under a single stage two packet system for the above cited Works for which this RFP is issued. Prospective Bidders may obtain further information from and inspect the RFP at the office of ;

   General Manager (Operations)
   Dedicated Freight Corridor Corporation of India Limited.
   Room no.506, 5th Floor*, Supreme Court* Metro Station Complex,
   New Delhi - 110 001 (India)
   Phone: +91-11-23454880 Fax +91-11-23454701,
   Email: vedprakash@dfcc.co.in

3. A complete set of RFP Documents shall be uploaded on Date 16-02-2021 at 16:00 hrs, on E-Tender Portal on the website www.ireps.gov.in & on DFCCIL Website which can be downloaded from the aforesaid Website. Prospective Bidders, who wish to view free Notification and RFP Document, can visit E-Tender Portal on the website www.ireps.gov.in or DFCCIL website www.dfccil.com.

4. The Cost of RFP Document is nil.

5. Request for Proposal (RFP) document for the subject work, published at website https://www.ireps.gov.in, is enclosed herewith.

6. The RFP shall be available for downloading from **Date-16-02-2021 at 1600 hrs**, onwards **up to Date-17-03-2021 (during Working Hours)** and **upto 1200hrs on date 18-03-2021**; on E-Tender Portal on the website www.ireps.gov.in

7. Prospective Bidders & Employers shall be required to sign **Pre-Contract Integrity Pact** as Appended in Form-5 of this RFP.

8. Proposals must be submitted on the E-Tender Portal on the website www.ireps.gov.in on or before **14:00 hrs. on date-18-03-2021** and must be accompanied by a **Bid Security Declaration [S. no. 12 of the NIT] ( IN THE OFFICE).** Any Proposal without the aforesaid Bid Security Declaration shall be summarily rejected.

9. Only "Technical Proposal" will be opened **at 15:00 hrs on Date-18-03-2021** on E-Tender Portal on the website www.ireps.gov.in.

10. The Pre-Bid conference shall be held at 12:00 hrs. on the date - 26-02-2021. Representatives of the prospective Bidders are requested to attend, those who choose to attend. The tentative venue shall be – the conference Hall on the 4th floor of DFCCIL Corporate office, Supreme Court Metro Station building-New Delhi. Participation in the Pre-Bid Conference is not Mandatory but Bidders, during the aforesaid Conference, can , if they choose to do so, present their queries on the RFP to the Client, in writing. DFCCIL shall provide necessary clarification as per schedule, appended in the 'Instructions to the Bidders [ITB] sub Clause 3.8.2.

Yours sincerely,

Encl. : RFP Document

**GM (Operations)**
**DFCCIL, New Delhi**

# SECTION-3

# Instruction to Bidders [ITB]

## SECTION – 3

## INSTRUCTION TO BIDDERS [ITB]

**1. GENERAL**

1.1 Employer means the implementing Agency [Dedicated Freight Corridor Corporation of India Ltd. , Govt. of India enterprise under Ministry of Railways and a company incorporated under the provisions of the Companies Act 1956/2013, having its registered office at -5th floor, Supreme Court metro Station Building Complex, New Delhi-11001."] that signs the Contract with the Licensee.

1.2. **Licensee means legally established eligible** entity which **is awarded with the License and which signs the Contract with the Employer.**

1.3 **Parties shall mean Employer or** Licensee **as the context requires.**

1.4. Object of this Tender/Name of Work shall mean "Allotment of Sole Rights for Operation of Roll On-Roll Off (Ro-Ro) Service between New Palanpur and New Rewari Section over WDFC" with the 'Scope of Work', as stipulated under Section-4 [Scope of the Work] of this RFP.

**1.5. Applicable Law-**Applicable Law shall mean, all Laws, Bye Laws, Statutes, Rules, regulations, Orders, ordinances, guidelines, Codes, Notices, directions, Judgments, decrees or other Requirements or Official directives and /or any Statutory or Legally constituted Authority, in the Republic of India.
This Contract, its meaning and interpretation, and the relation between the Parties shall be governed, construed and interpreted in accordance with the Applicable Laws of India.
The Bidder or Licensee(as the case may be) shall perform in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Subordinates / Employees or the Persons assisting the Licensee, comply with the Applicable Law.

License shall be solely responsible to ensure compliance with Applicable Laws , including but not restricted to Central /State Laws and Rules e.g. Tax Laws, Labour Laws and Insurance Laws. Licensee shall keep the DFCCIL fully indemnified against any liability regarding Tax , interest and Penalty Imposed (if any) in connection with this contract.

1.6 **Contract"** means a legally binding written agreement signed between the Employer and the Licensee and includes all the attached documents listed as Contract Documents.

1.7 **Pre-Bid Conference :**
Date of pre Proposal Conference-26-02-2021 **;**Time- 12:00 hrs. onwards
Venue- (i) Conference hall-, 4th floor, DFCCIL Corporate office, Supreme Court Metro Station Building Complex, New Delhi - 110001 (INDIA)

(ii) Video conference at the following link on webex application :
Meeting number: 1843700991

URL: https://dfcc.webex.com/dfcc/j.php?MTID=m5b3b296aa0128807cd2be214d139f487

Note : Bidders are requested to login with name in format (Company Name_Name of attendee_Designation)

Conference coordinator- Mr. Rajesh Kumar, Asstt. Manager/BD, DFCCIL on email ID rajeshkumar2@dfcc.co.in or Telephone No. 011-23454968.

1.8 **Corrupt & Fraudulent Practices**

As mentioned in Para-5 of the 'Letter of invitation', Bidder shall sign and submit " **Pre-Contract Integrity Pact**" [ the format for **" Pre-Contract Integrity Pact"** has been appended as **Form-5**] for the signature of the Client.

**Bidder shall be under mandatory obligation to submit** the aforesaid **"Pre-Contract Integrity Pact"**, which has to be executed on Non Judicial Stamp Paper, **signed by both the Parties (** Bidder & Client) and subsequently Notarized , **along with their Technical Proposal**.

Bidder, within seven days of the Bid submission deadline shall submit the aforesaid **Pre-Contract Integrity** Pact in original to DFCCIL designated Officer -

General Manager (Operations Operations), Dedicated Freight Corridor Corporation of India Limited,

Room no. 506, 5th Floor, Supreme Court Metro Station Complex Building, New Delhi-110001 (India)

Phone: +91-11-23454880, Fax: +91-11-23454701

Email: vedprakash@dfcc.co.in

1.9 This RFP document is non-transferable.

**1.10 Interpretation**

(a) As mentioned vide note under sub Para 20 of General conditions appended in NIT, the terms Tender, Bid or Proposal, where ever appearing, shall carry the same meaning.

(b) The terms 'Tenderer', 'Bidder' , 'Applicant', where ever appearing , shall have the same meaning in this document.

(c) The Terms 'Licensee'. 'Freight Forwarder' or 'Contractor' , wherever appearing, shall carry the same meaning.

(d) words indicating one gender include all genders;

(e) words indicating the singular also include the plural and words indicating the plural also include the singular;

(f) provisions including the word "agree", "agreed" or "agreement" require the agreement to be recorded in writing, and

(g) "written" or "in writing" means hand-written, type-written, printed or electronically made, and resulting in a permanent record.

(h) Wherever mentioned in this RFP Document, the employer shall mean " Dedicated Freight Corridor Corporation of India Ltd. Govt. of India enterprise under Ministry of Railways and a company incorporated under the provisions of the Companies Act 1956/2013, having its registered office at -5th floor, Supreme Court metro Station Building Complex, New Delhi-11001."

(i) Where, the Documents for submission by the licensee are required to be executed on Non Judicial Stamp Paper , the Non Judicial Stamp Papershall be of appropriate Value / Stamp Duty.

1.11 As mentioned in NIT sub Para 12, the Bids are required to be submitted only in online mode the E-Tender Portal on the website www.ireps.gov.in up to 14:00 hrs on 18-03-2021.

1.12 Cost of the tender document is NIL.

2.0 **Bidding Process**: The present Bid is for allotment of sole rights for operation of Roll-On Roll-Off (RO-RO) service between New Palanpur and New Rewari section over WDFC. The successful bidder will be selected through evaluation of the bid in Single Stage Two Packet open tender system as defined in section 5 of this RFP. Any bidder can submit only one proposal for the present RFP.

3.0 **Other Instructions**

**3.1 Eligible Bidders :**

A Bidder may be (a) A company registered in India under the Companies Act, 1956, or Company Act, 2013 or (b) A public sector entity (PSUs or organizations created under an act of Parliament), or (c) An entity registered as a Cooperative Society under the Cooperative Societies Act 1912, or (d) Subsidiary of an entity covered in (a), (b) above, or (e) a joint venture company or (f) consortium .

3.2 The bidder must ensure the following:

**a. In case of Single Entity:**

(i) The Bidder should be a firm/ Company/ Entity registered in India.

(ii) Submit Power of Attorney authorizing the signatory of the bid.

(iii) Submit documents of composition of Firm/ company [e.g. Registration, Memorandum of Association [MOA] & Article of Association [ AOA,] etc.]

**b. In case of Joint Venture:**

i) Separate identity/name shall be given to the Joint Venture.

ii) The Bid should be submitted in the name of the JV .

iii) Maximum number of partners in the JV shall be limited to 5 (five).

iv) One of the members of the JV shall be its lead member who shall have not less than 26% share of interest in the JV. The other members shall have a share of not less than 10% each.

v) An entity participating in this tendering process either as a single entity or as a member of JV shall not be permitted to participate as a member of another JV. In other words participation by an entity in the tendering process as a member of a JV will tantamount to participation in the bidding process and that entity shall not be permitted to participate as a single entity. All Bids of all such entities will be rejected if provisions of this para is violated and bid security will be forfeited.

vi) Joint and Several Liability - Members of the JV to which the contract is awarded, shall be jointly and severally liable to DFCCIL for execution of the work in accordance with conditions of this RFP document. The JV members shall also be liable jointly and severally for the loss, damages caused to the DFCCIL during the course of execution of the contract or due to non-execution of the contract or part thereof

vii) Duration of the Joint Venture Agreement - shall be valid during the entire currency of the License including the period of extension, if any.

viii) Governing Laws - The Joint Venture Agreement shall in all respect be governed by and interpreted in accordance with Indian Laws.

ix) The JV shall authorize a representative (lead partner only) who shall have the authority to conduct all business and sign the documents for and on behalf of JV during the bidding process and subsequent stages.

x) BID SECURITY DECLARATION shall be submitted only by JV/Lead member of the JV, and the same shall be deemed as submitted by JV Firm.

xi) A copy of Memorandum of Understanding (MOU) duly executed by the JV members on a stamp paper duly notarized shall be submitted by the JV along with the Bid. The complete details of the members of the JV, their share and responsibility in the JV particularly with reference to financial, technical and other obligations shall be furnished in the MOU.

xii) The constitution of the JV/Consortium shall not be allowed to be modified after submission of the Bid by the JV/Consortium except when modification becomes inevitable due to succession laws etc., and the reconstituted JV should still fulfill the original eligibility criteria and selection criteria of the RFP and the terms and conditions for the members of the JV/Consortium therein, based on which selection is contemplated. However, the Lead Member shall continue to be the Lead Member of the JV. Failure to observe this requirement would render the offer invalid.

xiii) On award of License to a JV, a single Performance Guarantee shall be submitted by the JV as per Bid conditions. All the Guarantees like Performance Guarantee/Bank Guarantee etc. shall be accepted only in the name of the JV and no splitting of guarantees amongst the members of the JV shall be permitted.

xiv) On issue of LOA, the MOU/JV agreement among the members of the JV to whom the work has been awarded, with the same shareholding pattern as was declared in the MOU/JV Agreement submitted along with the Bid, shall be registered. A separate PAN shall be obtained for this entity. (JV agreement will be valid for entire license period)

xv) No member of the Joint Venture shall have the right to assign or transfer the interest right or liability in the contract without the written consent of the other members and that of the employer (DFCCIL) in respect of the said Bid/contract.

xvi) In case one or more of the members of the JV is/are partnership firm(s), following documents shall be submitted:

(a) A notarized copy of the Partnership Deed

(b) A copy of consent of all the partners or individuals authorized by the partnership firm, to enter into the Joint Venture Agreement on a stamp paper.

(c) A notarized copy of Power of Attorney in favour of the individual to sign the MOU/JV Agreement on behalf of the partnership firm and create liability against the firm.

xvii) In case one or more members of the JV is/are companies, the following documents shall be submitted:

(a) A copy of resolutions of the Directors of the Company, permitting the company to enter into a JV agreement,

(b) A copy of Memorandum and Articles of Association of the Company.

(c) A copy of certificate of incorporation.

(d) A copy of Authorization/copy of Power of Attorney issued by the Company (backed by the resolution of Board of Directors) in favour of the individual to sign the Bid, sign MOU/JV Agreement on behalf of the company and create liability against the company.

3.3 Entities mentioned in para 3.1 above will be evaluated upon the eligibility criteria mentioned in para 5.2.2 under Section 5 of this RFP. Entities mentioned in para 3.1 fulfilling the eligibility criteria mentioned in 5.2.2 will only be termed as eligible bidders.

3.4 A firm that is under a declaration of ineligibility by the DFCCIL in accordance with any stipulated law/ regulation as on the closing date for bid submission or thereafter, shall be disqualified.

3.5 The Bidder shall also be considered disqualified / in- eligible if (a) The Bidder or any of its partners and/or subcontractors included in the Bid has been banned for business with Ministry of Railways along with any of its attached and subordinate offices through an order issued by Ministry of Railways as per list available on Web site (http://www.indianrailways.gov.in/railwayboard) of Railway Board pertaining to Banning of Business, with the Banning being valid on the last date of submission of Bid. (b) The Bidder or any of its partners has suffered bankruptcy / insolvency or it is in the process of winding-up or there is a case of insolvency pending before any Court as on the closing date for bid submission .

3.6 **Bid security** : Bid Security Amount- Nil

3.6.1 **Bid security Declaration**

As mentioned under serial no-12 of NIT [Section-1] & General Conditions under NIT Sub Para 18, It is reiterated that in terms of MOF OM no- No. F.9/4/2020-PPD dated 12-11-2020, on Bid Security/ Earnest Money Deposit, Bidders are required to submit Bid Security declaration [Form-7]accepting that;

(i) If during period of validity of their Bid, they withdraw or modify their Bids, or

(ii) If, as successful Bidders they refuse to furnish Performance security within stipulated period from the LOA or;

(iii) If , subsequently after award of the Tender, any of the information, provided/contained in the Bidder's [the successful Bidder and later licensee] Bids is adjudged to be False during the validity of the Contract;

(iv) The Bidder/Successful Bidder/Licensee or their Legal successors (in title) will be suspended i.e. not allowed to Bid for any Tenders Floated by 'Indian Railways' or by 'DFCCIL' for the specified period of Two Calendar Years period beginning from the date of submission/uploading of the Bidder's Bid/Proposal. In Case of Para 3.6.1.(iii), the Two Year period of Suspension shall be from the date on which any information in the Bid is proven/adjudged to be false.

3.6.2 Bidder shall be under mandatory obligation to submit the aforesaid "Bid Security declaration", in the Form-7 , provided in this RFP Document , which has been prepared on Non Judicial Stamp Paper, signed by the Bidder and subsequently Notarized , along with their Technical Proposal .

3.6.3 Bidder, within three days of the Bid submission deadline shall submit the aforesaid "Bid Security declaration", in original to DFCCIL designated Officer :

General Manager (Operations),
Dedicated Freight Corridor Corporation of India Limited,
Room no. 506, 5th Floor, Supreme Court Metro Station Complex Building, New Delhi-110001 (India)
Phone: +91-11-23454880, Fax: +91-11-23454701
Email: vedprakash@dfcc.co.in

3.6.4 Bids received without a Bid Security Declaration shall be summarily rejected.

3.7. Availability of the RFP for downloading :

As mentioned vide Para -6 of LOI, the RFPs shall be available, during the period mentioned hereunder, for downloading and further information regarding the 'Request for Proposal (RFP)' and submission of proposal, if required, can be obtained during the Period from 16-02-2021 up to one day prior to the closing date-17-03-2021 between 10:00 hrs. and 17:00 hrs. & up to 1200 hrs 18-03-2021 (the Bid Submission deadline) , either in person or through email/telephonically from the DFCCIL office at the details given in section -1 (S.No. 18).

3.8 **Pre Bid conference :**

Pre bid conference shall be held on 26-02-2021 [Friday], starting at 12;00 hrs. The prospective bidders are requested to attend the Pre-Bid conference and submit their Pre-Bid Queries, in Portable Document Format both in (PDF) & in MS Word ,
DFCCIL designated Officer-General Manager (Operations Operations),
Dedicated Freight Corridor Corporation of India Limited,
Room no. 506, 5th Floor, Supreme Court Metro Station Complex Building, New Delhi-110001 (India)
Phone: +91-11-23454880, Fax: +91-11-23454701
Email: vedprakash@dfcc.co.in.

3.8.1 The deadline to submit Bidders' Pre Bid Queries shall be one day after the date on which the Pre Bid Conference is held i.e. up to 18:00 hrs. on 27-02-2021.

3.8.2 DFCCIL shall provide clarification and Addendum / Corrigendum (if any) to the RFP ,up to 10 days prior to the Bid submission deadline. In such a case, the Employer's Clarification and ***addendum(s)/corrigendum(s)*** shall be issued and placed ***on E-Tender Portal*** www.ireps.gov.in and on DFCCIL website. Therefore, the Bidders/ Tenderers are advised to visit the E-Tender Portal (website) frequently to keep themselves updated about the latest developments about the tender and ensure that the addendum(s)/ Corrigendum(s), if any, are downloaded by them.

**Address for Communication:**

General Manager (Operations Operations),
Dedicated Freight Corridor Corporation of India Limited,
Room no. 506, 5th Floor, Supreme Court Metro Station Complex Building, New Delhi-110001 (India)
Phone: +91-11-23454880, Fax: +91-11-23454701
Email: vedprakash@dfcc.co.in

3.9 **Bid submission :**

i) Bidders are required to submit their proposal, as specified in this document, by providing the information/documents and undertakings as sought, only in English (Checklist at page no. 6-8).

ii) While submitting their Proposal, bidders are expected to examine the provisions of this RFP Document in detail and also to visit the originating/ destination stations for ascertaining the ground conditions , like those of wharfs, the approach roads, turning radius available for loading/unloading of trucks of various lengths/sizes and to assess other related matters for loading/unloading of trucks on a flat railway wagon(s) for movement of RORO trains.

iii) Each bidder must submit:

a. Duly filled 'Format of Covering Letter from the Bidder' [Annexure-1 to this RFP] along with evidentiary Documents / Certificates [ required under Annexure-2(Details/ Profile of the firm/Company), Annexure-3 Annual Turnover and Net worth of the Firm for the last three Financial Years) & Annexure-4 (Experience regarding Road Freight Transport Operation)], Form-FE-1 & FE-2 and Forms listed under Sub Para 3.11 below, as required in this RFP document (failure to produce the stipulated certificates shall make the bid non-responsive).

b. Duly Filled 'Format for the Financial Bid by the bidder [Annexure-5] - Financial bid in format available at Annexure - 5 in separate sealed/ pasted envelope containing the heading as under :'Financial bid for Allotment of sole rights for operation of Roll On Roll Off (RO-RO) service between New Palanpur and New Rewari section over WDFC'

3.10 While preparing the Proposal, the Bidders are required to examine & study the documents constituting this RFP in detail. Material deficiencies in providing the information requested may result in rejection of the proposal. In this regard, the check-list provided at the end of this document may be referred to.

3.11 The Proposal shall be organized in the following manner i.e. Bidders' Bid shall, inter alia, contain following Forms (Complete in all respect)

| No. | Description Relevant | Format |
|---|---|---|
| 1 | Covering Letter | Annex 1 |
| 2 | Company profile/details | Annex 2 |
| 3 | Annual Turnover and Net Worth statement & other details of the Firm for the last three Financial Years | Annex 3 |
| 4 | Experience regarding Road Freight Transport operation | Annex 4 |
| 5 | Format for Financial Bid by the Bidder | Annex 5 |
| 6 | i. Form-1 [ECS Form]<br>ii. Form-2 [Form of Declaration]<br>iii. Form-3 [Declaration of Eligibility]<br>iv. Form-4 [Declaration for Labor Law compliance]<br>v. Form-5 – Pre-Contract Integrity Pact<br>vi. Form-FE-1[Financial Eligibility-5.2.2.(i) &(ii)]<br>vii. Form-FE-2[Financial Eligibility-5.2.2.(iii)]<br>viii. Form-6 [Format for Affidavit]-A duly notarized declaration [Form-6], on Non Judicial Stamp Paper, that the information | Form-1 to Form-7<br>Form-FE-1<br>Form-FE-2 |

| | | |
|---|---|---|
| | furnished with the Bid documents is correct & true in all respects<br><br>ix. Form-7 [Bid Security Declaration]-A duly notarized declaration , on Non Judicial Stamp Paper | |

3.12 DFCCIL reserves the right to cancel this tender before submission/ opening of tenders or postpone the tender submission/opening date and to accept/ reject this tender without assigning any reasons thereof.

3.13 Proposal Validity :
The Bidder's' Bid /Proposal shall remain valid for acceptance by DFCCIL for a period of 120 days from the last date of submission of proposals. DFCCIL may request the bidders to extend the period of validity of their proposals on the same terms and conditions, if required.

3.14 Bid submission uploading on -Tender Portal on the website www.ireps.gov.in

i) https://www.ireps.gov.in/ is the only website for submission of Bids. 'Vender Manual' containing the detailed guidelines for E-Tendering is also available on https://www.ireps.gov.in/. Information and Instructions for bidders posted on website www.ireps.gov.in shall form the part of the RFP document.

ii) Proposals will be accepted electronically (online) only through the above website.

iii) Bidder (s) should upload requisite documents in the form of PDF format.

3.15 **Delay in Bid submission /uploading on -Tender Portal on the website www.ireps.gov.in**
DFCCIL will not be responsible for any delay in submitting the bid by the applicant or delay in receipt of their proposals. DFCCIL reserves the right to accept/reject any or all proposals without assigning any reason thereof. Any request for modification in the time/date for submission of Bid due to Bidder's failure to submit offer, will not be accepted.

3.16 **Modification/Substitution of Proposal:**

i) Bidder(s) can modify, substitute or withdraw their proposal after submission but prior to Last Date & Time for Bid/proposal submission (termed as Bid Closing Date & Time i.e. Bid Submission Deadline). Bidders cannot Modify /substitute or withdraw their Proposal / Bid after Bid submission deadline. Any Post Bid submission deadline modification / substitution or withdrawal of their submitted Bids shall attract the provisions as contained in NIT serial no-12 & ITB Para-3.6.1, above, regarding the Bid Security Declaration.

ii) For withdrawal of Bid, Applicant has to click on the withdrawal icon at https://www.ireps.gov.in/ Before withdrawal, it may specifically be noted that after withdrawal of Bid, for any reason, the Applicant cannot re-submit their Bid again.

iii) Bidders sign a declaration accepting that if they withdraw or modify their bid during the period of validity or they are awarded the contract and they fail to sign the contract or to submit a performance security before the deadline defined in para 3.6.1.

3.17 Bidders are advised not to make any corrections, additions or alterations in the downloaded RFP document. In case, any corrections, additions or alterations in the downloaded RFP DOCUMENT are made/ noticed, such proposal is liable to be **summarily rejected**.

3.18 The bidder(s) is/ are required to submit/quote the information strictly in the same spirit as specified in terms and conditions of this DOCUMENT and not to stipulate **any deviations**, else, the offer may be liable to be rejected.

**3.19 Opening of the Bids**

As mentioned at serial no-17 of NIT and Para 9 of LOI, the Technical Bids shall be opened by downloading from the -Tender Portal on the website www.ireps.gov.in at 15:00 hrs on 18-03-2021, in the presence of Bidder's authorized representatives, who choose to attend. For the purpose of attending the bid opening meeting, an authority letter issued by the authorized signatory of the firm is required.

**3.20 Evaluation of the Bidders' Bids**

Notwithstanding anything stated above, DFCCIL shall assess, in terms of Sub Para 5.2.2 [Eligibility criteria] of Section-5, the substantial responsiveness of the bidders' Bids.

DFCCIL's assessment with respect to suitability as against the eligibility criteria [Section-5] fixed in this document, shall be final and binding to all bidders. DFCCIL also reserves the right for asking for any clarification from the tenderers on the submitted bid for evaluation purpose and the tenderer would have to promptly clarify the same. Documents enclosed/ submitted by the bidder with bid with respect to eligibility criteria, experience of bidder(s) etc., submitted by the Bidders along with self-authentication / verification, contained in notarized Affidavit [Form-6] shall be given cognizance without any further verification by the DFCCIL. In Case of any information/ Documentation furnished by the Bidder , being adjudged as incorrect or proven False, the Bidders Bid with incorrect information/documents shall be rejected and Provisions of ITB Para 3.6.1 above shall be attracted and be invoked .

Subject to above, After DFCCIL determines the substantial Responsiveness, in terms of sub Clause 5.3.1 of Section-5 [Evaluation of Proposal & Selection of Licensee], the Financial Bids /Proposals shall be opened on Date, time & venue, intimated, in advance, to the Prospective Bidders, in the presence of the Bidders' Representative, those who choose to remain present, by way of downloading from the E tender portal of website www.ireps.gov.in. the Financial Proposal shall be evaluated in terms of the Para 5.3 of Section-5

**3.21 Award of Work**

The Bidder, whose financial proposal has been, after Evaluation , in terms of Para 5.3 of Section-5, adjudged, as the 'highest Offer' for the operation of rakes of 45 BRN Wagons each [ modified for RO-RO operation] between New Rewari and New Palanpur, shall be selected for the issuance of License, granting Sole Right for the aforesaid RO-RO operation.

In this direction, DFCCIL shall issue Letter of Acceptance [LOA] accepting the highest eligible Bidder's Financial Offer for the issuance of License, granting Sole Right for the aforesaid RO-RO operation.

**3.22 Performance Guarantee :**

Within seven days from the receipt of the LOA, the successful Bidder shall deposit **Performance Security** of an amount equivalent to accepted Freight charges [as stated in the LOA] for 50 trips before starting the first RO-RO train in the form of electronic transfer/ Demand Draft/ E-BG/BG of equivalent amount, issued by any scheduled bank of India.

In Case of performance security being furnished by the Successful Bidder being unconditional Bank Guarantee 'BG',

(a).The aforesaid BG shall be in the name of the Bidder [i.e. in the name of the JV/Consortium/Association, submitting the Bid, as the case may be] in the form of a, for an equivalent amount as stated in the succeeding sub Para , issued by an Indian Scheduled Bank. The beneficiary of the Performance Security BG shall be **Dedicated Freight Corridor Corporation of India Limited.**

(b) The Successful bidder shall submit the Performance Security BG[PBG] as under;

(i) Performance Guarantee equivalent to accepted Freight Charge for one BG equivalent to 10 single trip freight [ to be replenished, within seven days of Employer encashing the BG for the lost trip , in terms & conditions of the Contract]
(ii) Performance Guarantee equivalent to accepted Freight Charges for 40 Trips.

The Performance Security, prepared in a Format **[Form-8]** given in this RFP, shall be valid for a period of 30 days more than the Project Completion period/ total License Period.

If any case arises requiring forfeiture of Performance Guarantee like any outstanding due lying against the licensee e.g. against lost trips, Demurrage/ Wharfage etc. and Termination by Employer , PBG shall be encashed . In such cases, requests pending for waiver of any pending charges shall also stand closed.

In case of successful completion of contract, the amount of performance guarantee shall be refunded within 30 days after withholding any amount due from licensee on account of Demurrage/ Wharfage etc. Amount so withheld will be released only after clearance of outstanding against the licensee either by way of waiver of payment/ adjustment. If no outstanding is lying at either station against the licensee, performance guarantee will be refunded after obtaining 'No Due Certificate' from both stations.

3.23 **Contract Agreement**

After submission of Performance Security, the Parties [Employer and the successful Bidder] shall sign the Contract Agreement and pursuant to Contract Agreement, the successful Bidder shall be issued the license granting sole rights for the RO-RO operation.

The ContractAgreement shall not be varied , altered , modified , cancelled or in any way amended except by the mutual agreement of the Parties in a Written Instrument by the Parties hereto, their Legal representatives or their respective successors / assignees.

In Case any one or more of the provisions contained in this Agreement [Contract] are, for any reason held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other Provisions of this contract / Agreement. This Agreement / Contract shall be construed as if such invalid or illegal or unenforceable provision had never been contained therein.

**3.24 Period of Contract :**

Duration of the license will be **one (01) year** starting from the date after seven days from issuance of Letter of Award (LOA) or start of first commercial operation of service, whichever is earlier. The period of Contract can be extended for further one year on satisfactory performance and no pending dues from the licensee for continuation of RO-RO service.

**3.25 Number of Rakes to operate :**

Two rakes consisting of 45 BRN wagons each, modified and made suitable for loading the trucks onboard. DFCCIL may offer additional rake(s) to the licensee (successful bidder) during the period of contract and licensee may choose to operate the service on accepted rate, terms & conditions. If the licensee doesn't agree to operate the service for additional rakes on the same terms and conditions, DFCCIL may have the right to offer the additional rakes to another party through a tendering process or DFCCIL will reserve the right to run the additional services on its own.

**3.26 Minimum trips offered :**

The activities of examination/ maintenance of the rake will also be required to be performed during the license period. Keeping in view the examination/ maintenance of the rake and transportation time taken, minimum trips are offered as 900 trips (450 trips for each rake).

3.27 **Performance of the Contract**

Number of trips due for any given month will be calculated based upon the number of days in the month, on a pro-rata basis. The number of guaranteed trips will be rounded off to the next higher number subject to cumulative guaranteed trips taken into account till last month. Total guaranteed trips will come to an integer for the 12th month of operation and equivalent to trips offered by the bidder.

Performance of licensee w.r.t. guaranteed traffic will be evaluated on a monthly basis. Transit Time delay will be taken into consideration in evaluation. The cumulative monthly excess hours of rake detention beyond free time for loading/ unloading if exceed 16 hours, then charges equivalent to one single trip will be charged.

The charges for every single trip missed by licensee (ie detention of rakes on licensee's account more than 16 hrs over and above free hours} below 10 failed trips ( less 160 Hrs detention of rakes on licensee's account over and above free hours) has to be cleared on or before the 5th of the next month. Licensee can deposit the money on or before 5th of the next month.. If missed trips number reaches 10, and amount is not deposited by licensee then performance guarantee will be encashed and license will be terminated after following due process.

### 3.28 Supplementary Instructions

i. All communication and information should be provided in writing and in English language only.

ii. All communication and information provided should be legible, and wherever the information is given in figures, the same should also be mentioned in words. In case of conflict between the number, percentage stated in figures and words, the number, percentage stated in words will be taken as correct.

iii. No change in or supplementary information to a Proposal shall be accepted once submitted. However, DFCCIL reserves the right to seek additional information from the applicant/firms, if found necessary, during the course of evaluation of the proposal. In case of non-submission, incomplete submission or delayed submission of such additional information or clarifications sought by DFCCIL, the Proposal would be evaluated solely on the basis of the available information.

iv. The Bidder should designate one person ("Contact Person" and "Authorised Representative and Signatory") authorised to represent the Bidder in its dealings with DFCCIL. This designated person should hold the Power of Attorney and be authorised to perform all tasks including but not limited to providing information, responding to enquiries, entering into contractual commitments on behalf of the bidder/ awardee. The Letter submitted by the Bidder shall also be signed by the Authorised Signatory and shall bear the stamp of the entity concerned.

v. All pages of the bid shall be signed by authorized signatory and shall be serially numbered and properly indexed. Document/s not signed by an authorized signatory will not be taken into account.

vi. DFCCIL reserves the right to reject any or all of the Proposals without assigning any reason whatsoever. DFCCIL also reserves the right to hold the process of selection or withdraw the process or shorten or enlarge the scope of work or modify or amend the terms of reference at any time till the process is finalized duly informing all the bidders.

vii. The bidder shall be responsible for all the costs associated with the preparation of their proposal. DFCCIL will not be liable in any way for such costs, regardless of the conduct or outcome of this process.

viii. All documents and other information supplied by DFCCIL or submitted by a bidder to DFCCIL shall remain or become the property of DFCCIL. Bidders are advised to keep all information as strictly confidential. DFCCIL will not return any proposal or document or any information provided therewith.

# SECTION - 4

# SCOPE OF WORK

## SECTION – 4

## SCOPE OF WORK

### 4.1 Background and General Information

Railway lines connecting the four metropolitan cities of Delhi, Mumbai, Chennai and Kolkata are termed as "Golden Quadrilateral & its Diagonal" (GQD), which comprise only 16% of route length, but carries more than 58% of total freight traffic carried over IR. In 2006, Government of India (GOI) established the Dedicated Freight Corridor Corporation of India (DFCCIL) under the Companies Act of 1956, as a Special Purpose Vehicle, wholly owned by the Ministry of Railways (MOR), with mandate to build and operate Dedicated Freight Corridors (Eastern and Western Corridors). Two dedicated freight corridors are presently under construction namely Eastern Corridor (EDFC) from Sahnewal to Sonnagar, and Western Corridor (WDFC) from Dadri to Jawaharlal Nehru Port Terminals (Mumbai) with route Kms of more than 2800 kms are in advanced stage of construction and these corridors will be partially commissioned shortly. Further, two more corridors viz. East Coast Corridor and East West Corridors have been sanctioned for traffic survey. On EDFC the section of New Sahnewal- New Sonnagar is planned to be further extended upto New Dankuni through PPP mode for which tendering process is in progress. The DFCCIL corridors will be immensely enriched rail corridors on account of heavier axle load feature, larger moving dimensions, higher speed, higher throughput capabilities and enhanced safety elements inbuilt into the system.

New Khurja to New Bhaupur section of EDFC has been commissioned and dedicated to the Nation by the Hon'ble Prime Minister on 29.12.2020 and NewRewari to Madar section of WDFC has been commissioned and dedicated to the Nation by the Hon'ble Prime Minister on 07.01.2021. New Rewari to New Palanpur section of WDFC will be operational by March, 2021.

DFC envisages to launch customized transportation products on these sections and further on new upcoming sections. One of such segments will be focused on non-conventional rail transportation products on the above new section of New Rewari- New Palanpur, which will be operated and managed by selected business partners of DFC.

Pursuant to Mandate given by the Railway Board Vide Letter no-TCR/1078/2020/RO-RO/DFCCIL/3333602 dated 15-01-2021,DFCCIL proposes to operate RORO trains between New Palanpur and New Rewari. In this product segment, loaded and empty trucks can be carried on flat rail wagons provided by DFC, which will enable door to door service piggying back on fast and safe movement assured by DFC. These wagons will be modified for safe carriage of trucks in which trucks will be properly secured on the top of flat wagons. On WDFC, trucks with high payload can be easily carried on flats owing to higher and wider moving dimensions' clearance available in the section.

### 4.2 Objectives for RO-RO Service

4.2.1 The high speed Dedicated Freight Corridor enables Indian Railways to regain its market share of freight transport by creating additional capacity and guaranteeing efficient, reliable, safe and cheaper options for mobility to freight customers.

Presently, the transportation cost of road transport is very high due to high cost of fuel, road tolls and wages of drivers. On the other hand DFCCIL will bring down the transportation cost of rail transport owing to higher axle load, speedier transport and long haul trains. DFCCIL can complement the road transport with its cheaper cost of transportation. With this objective, the concept of Roll On Roll Off (RO-RO) is planned to be implemented over DFCCIL. RO-RO means carrying loaded/ empty trucks on Flat Railway Wagons. This concept will reduce the transportation time and cost for road trucks, drastically. It will help DFCCIL to attract the new traffic of road truckers to rail. Advantage of RO-RO service will be as under :

- Providing Door to Door service to the rail customers for very long leads.
- Elimination of multiple handling
- Carriage of road trucks will reduce carbon footprints (air pollution) and noise pollution.
- Saving diesel fuel will save the country's import bill.
- Less congestion on roads, public safety, faster movement, reduction in inventory cost.
- Less wear and tear of the trucks and improved working life of the trucks.
- Proper rest to the driver and attendant and better quality time to them.

4.2.2. New Palanpur to New Rewari section of WDFC will be commissioned very shortly (March-April) for which the construction work is at final stage. New Palanpur will serve the traffic originated from the industrial hubs of Ahmedabad, Vadodara, Bhuj, Mundra, Kandla, Ghandhidham and Surat. On the other hand, New Rewari will serve the traffic originated from the industrial hubs of Delhi NCR, Agra, Ludhiana, Haridwar and Rudrapur.

4.2.3 **Reserve Price** : The Sole Rights for marketing and operating RORO trains on the given circuit will be awarded based on open tenders in which Reserve Price/minimum Freight Charge [for the operation of one 45 BRN Rake, from New Palanpur Jn. [PNUN] to New Rewari Jn. [REJN] and New Rewari Jn. [REJN] to New Palanpur Jn. [PNUN] -WDFC Section of 636 Route Km each direction here after, also referred to as the 'Circuit'] will be Rs. 9,00,000/- (Rupees Nine lakhs). Eligible Bidders offering maximum freight charge over and above the aforesaid Reserve Price in their financial offer (format at Annexure - 5) will be awarded the sole rights for operation of RO-RO service. No other RORO train will be run on the circuit by any other operator as the selected Business Partner will have the sole right to run RORO trains on the given circuit. However, freight charges for the guaranteed trips per rake per day (except on the days the rake is booked for periodic maintenance) has to be paid by the licensee once the rakes are made available for loading even if he doesn't load.. Total freight will be taken for the actual trips.

4.2.4 DFCCIL, through this RFP, invites proposals from capable, interested and eligible business entities (Firms/JV/Consortium) to select eligible Bidder quoting the highest Freight Charges [Licensee / Freight forwarder] for the operation of Loaded / empty RO-RO Rakes, both ways in the Circuit, for awarding an exclusive / Sole license for the said RO-RO rake operation. This RO-RO service can be expanded to other sections of DFC Network, for which the terms & conditions will be fixed separately

on the basis of experience gained from the present RFP. Target Dates of commissioning of over New Palanpur to New Rewari section is March/April 2021.

4.3.1 **Infrastructure facilities at DFC Station/ Terminal :** Suitable infrastructure by way of Constructing a functional Ramp [ for loading / unloading of empty / Loaded trucks , by driving the trucks on the stationary 45 BRN Rake from one end] , at the end of loading/ unloading line and approach road will be provided by DFCCIL at originating/ terminating DFC Stations/ Terminals.

4.3.2 **Availability of Rake :**

After placing Demand [E-Demand on 'Freight Operation Information System' (FOIS)], in terms of extant Rules & regulations, [by the Freight Forwarder / Licensee] the '45 BRN Rake' will be made available, in terms of applicable Rules, by IR/ DFC through Indian Railways. Necessary modification, to make aforesaid BRN Rakes fit for carrying trucks loaded on the wagons safely, will be done at DFC's cost. Maintenance of Rake will be carried out by IR/DFC at it's own cost.

Licensee /Freight Forwarder shall be required to obtain copy of the Latest Indian Railway [IR] Manuals , Rules & regulations, applicable / relevant to the operation of the RO-RO rakes and Employer expects that prior to submitting Bid for the exclusive Licensee for the referred RO-RO Rake operation, the Bidder shall familiarise themselves with such applicable IR Manual Provisions , Provisions contained in relevant IR Circulars ( as relevant to RO-RO Rake operation) , the various Rules and Orders issued by the IR and prevalent on the Date 10 days prior to the Bid submission deadline. It shall be deemed to be an established Fact that Bidder, having submitted their Bids are well conversant with the Latest Indian Railway [IR] Manuals , Rules & regulations, applicable / relevant to the operation of the RO-RO rakes. DFCCIL, if requested (by the Licensee), shall facilitate the Licensee in obtaining the Manuals/Rules-Regulations/ Circulars/Orders, as applicable.

DFCCIL shall not accept any claims , premised upon the Bidder/ Licensee's lack of awareness about any aforesaid IR Manual Provisions, Rules , orders or Circulars

Before the start of the operation of RO-RO service, the Licensee /Freight forwarder shall be under positive Obligation to place, in terms of applicable Rules & regulation, an 'E Demand' for 100 rakes (50 rakes in each direction) in the FOIS; within a period of seven days of being in receipt of the License by the DFCCIL and thereafter up to the 5th day of the each ensuing Calendar month i.e Non placement of demand or Placement of Demand for less than 100 Rakes and consequent loading of lesser trips shall attract provision which would entitle the DFCCIL to make suitable deductions from the Performance Security for the deficient loading of RO-RO rakes to recoup the loss of Freight Charges which would have normally accrued and paid to the Employer. In this direction the number of lost rakes shall be assessed by the Employer and an amount equivalent to Freight charges of the lost rake shall become due to the Employer and Employer, after issuing a notice to the License / Freight forwarder shall make deduction from the Performance security.

4.3.3 **Electronic Demand Registration (e-RD) :**

i. Licensee should register, in terms of applicable Rules and Guidelines, himself for e-RD Facility for electronic demand registration (e-RD) on E-Demand module on the FOIS portal for wagon registration of rake by licensee.

ii. Wagon Demand Registration Fees, shall be paid by licensee and same shall be forfeited by DFCCIL in event of withdrawal of indent or non-loading of rake as stipulated in Indian Railway Commercial Manual [IRCM] / Circulars issued by Railway Board.

iii. Particulars of each consignment e.g. details of trucks, escorting driver & assistant and declaration about adherence of motor vehicle act w.r.t. trucks being transported, must be given in a declaration note (format will be provided) which should be presented before completion of loading.

4.3.4 **Risk Rate :** Traffic will be transported on owner's risk. Any liability arising due to Loss, Destruction, Damage, Deterioration and Non-Delivery of consignment will be dealt as per instructions mentioned in Indian Railway Commercial Manual [IRCM] for traffic booked on owner's risk.

**4.3.5 Freight :** Freight will be charged on a prepaid basis at the rate accepted by the Employer and so mentioned in the Letter of Acceptance (LOA) . Freight will be charged for actual numbers of or standard rake of 45 wagons or actual number of wagons loaded, whichever is higher. In case DFCCIL is unable to provide a standard rake of 45 wagons due to any emergencies, the freight will be charged for the actual number of wagons provided for loading. Party shall register himself for E-Payment for payment of freight through TMS module of FOIS and all terms and conditions for E-Payment shall be acceptable to him. Any kind of discount/ concession shall not be allowed to party for operation of RO-RO service.

**4.3.6 Applicability of GST and other charges e.g. Insurance :** All rules of Indian Railway regarding payment of GST on goods traffic shall be applicable on RO-RO tariff and GST and other charges e.g. Insurance will be payable by licensee in addition to freight over the tariff rate accepted by DFCCIL during the payment of freight.

4.3.7 **Detail of Bank Account :**

Freight for the RO-RO service will be booked on prepaid basis and payment will be collected through E-Payment System. Detail of bank account will be informed in contract agreement for any payment other than freight e.g. penalty for non-loading or detention to rake et.

**4.3.8 Stacking/ Parking in Station Premises :**

At both end stations i.e. New Palanpur and New Rewari Jn., DFCCIL shall provide a functioning Ramps and related connectivity to facilitate the loading & unloading , from one end, of loaded / empty Trucks in the BRN Rake. A schematic sketch for each end Station showing the facility provided for the proposed operation of the

RO-RO rakes is attached with this RFP for the intimation of the Prospective Bidders. The information shown /provided in the aforesaid sketches is indicative only.

Trucks may be allowed to enter the loading area of station premises 12 (twelve) hours prior to the tentative placement of rakes for loading (as per land availability). Party must remove all Trucks from station premises within 6 (six) hours from release of rake. In case, time limit to remove the trucks from station premises falls during the 'No Entry' period for trucks as notified by municipal authorities of adjoining towns, removal time will be extended upto two hours after completion of 'No Entry' period. Thereafter, wharfage charge will be levied on a per truck basis.

### 4.3.9 Loading / Unloading of Rakes by the Licensee

(i) The licensee / freight forwarder shall be given three hours for Loading and three hours for unloading of the Trucks in/ from a 45 BRN Rake placed at end Stations REJN and PNUN.

(ii) With an envisaged transit time of 10 hrs for a one way movement, it would take 6 hrs for the Licensee to Load and unload one Rake of 45 BRNs with loaded / empty Trucks. Therefore a total time of 16 hours for loading, transit and unloading is envisaged and shall be taken into account for further calculation of trip time.

(iii) Any delay on part of the Licensee / freight forwarder in loading / unloading of the rake shall be logged on hourly basis and the delay shall be aggregable or carried forward in the same month. When the aggregated delay on part of the Licensee, reaches 16 hrs, the DFCCIL shall be entitled to a deduction of Freight Charges, as mentioned in the LOA, for One rake. The aggregated delay shall lapse in case the delay Magnitude does not add up to 16 hrs in a month.

Any delay in loading / unloading of Rake which is specifically attributable to factors which are beyond the reasonable control of a Licensee, i.e. not foreseeable, is unavoidable, and makes a Licensee's performance of its obligations impossible or so impractical as reasonably to be considered impossible under the circumstances, and such as war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, epidemic/Pandemic, as declared by Government of India, strikes, lockouts [other than the one caused by Licensee or Personnel thereof], lockouts or other industrial action confiscation or any other action by Government agencies and any untoward incident in Railway/DFC operation which may cause delay in placement of rake shall not qualify as delay hours for aggregation for the levying of the aforesaid deduction.

Similarly Employer shall, also, not be liable for any claims for non placement of any rake or placement of lesser number of Wagons due to unforeseeable Factors like Traffic bottlenecks, non availability of Track, Wagon requiring exigent maintenance attributable to above cited factors and Factors cited above.

**4.3.10 Applicability of Commercial Rules of Indian Railways :** All commercial rules/ guidelines issued by MoR/ will be applicable on DFCCIL, as pertainable however, DFCCIL may supplement the rules & guidelines issued by MoR for transportation of RO-RO service. Licensee shall compulsorily opt for E-RD (Electronic Registration of Demand), E-Payment (Electronic Payment), E-TRR (Electronic Transmission of Railway Receipt) and follow the guidelines issued by Railway Board/DFCCIL in this regard.

# SECTION - 5

# EVALUATION OF PROPOSAL

# &

# SELECTION OF LICENSEE

## SECTION - 5

## EVALUATION OF PROPOSAL & SELECTION OF LICENSEE

### 5.1 OBJECTIVE

The objective of the evaluation is to select an eligible Bidder for granting of an exclusive License for the 'ALLOTMENT OF SOLE RIGHTS FOR OPERATION OF ROLL ON ROLL OFF (RO-RO) SERVICE BETWEEN NEW PALANPUR AND NEW REWARI SECTION OVER WDFC'.

Prior to the detailed evaluation, DFCCIL will determine whether each bid is complete, and is substantially responsive to the BID documents. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions and specifications of the Bid/Tender Documents without material deviations, exceptions, objections, conditionality, or reservations.

A material deviation, exception, objection, conditionality, or reservation is:

a. One that limits in any substantial way the scope, quality, or performance of the product/material/stores.

b. One that limits, in any substantial way that is inconsistent with the Tender documents, DFCCIL rights or the successful bidders' obligations under the contract; and

c. One that the acceptance of which would unfairly affect the competitive position of other bidders who have submitted substantially responsive bids.

If a bid is not substantially responsive, it will be rejected by the Authority and may not subsequently be made responsive by the bidder by correction of the nonconformity. The Authority's determination of bid responsiveness will be based on the contents of bid itself and any written clarifications sought by the Authority in writing the response to which shall also be in writing and no change in rates shall be sought, offered or permitted.

### 5.2 EVALUATION CRITERIA :

### 5.2.1 RESPONSIVENESS AND COMPLETENESS

The Proposal shall be first checked for responsiveness and completeness. Check list of the documents, which are required to be submitted by the Bidders, as available in this RFP. The proposal shall include self Authentication / attestation, as contained in the Affidavit [Form-6], in support of the correctness of the information provided in the form submitted by the Bidder. It shall be ascertained whether the information has been submitted in accordance with the specified formats, whether the requisite documents have been submitted, whether documents are signed by the authorized signatory.

### 5.2.2 <u>Eligibility Criteria</u>

The Experience, past performance, capabilities and financial position of Firms/ Company/ JV/ Consortium will be assessed on fulfilling the following eligibility criteria to select for award of license :

(i) Annual average Turnover of the Firm during the last 3 financial years (FY 2016-17, 2017-2018 & 2018-2019) shall not be less than Rs. 25 Crores.

*(Financial Year 2019-20 has been excluded due to extension granted for filing returns due to COVID-19. However, in case the Firm submits the Turnover details of FY 2017-2018 , 2018-2019 & 2019-20, the Average Annual turn over shall be certified by an independent Chartered Accountant).*

(ii) The Firm should have a positive Net Worth during previous financial year. The Bidder shall submit information, In Annexure-3 along with 'duly certified by the chartered Accountant information' in Form FE-1. In case of Bidder being JV/Consortium/Association, each partner to meet min. 25 % of the Average Annual Turnover requirement and Lead Partner to meet minimum 40% of the requirement.

(iii) Supporting documents shall be submitted for above (i), (ii) & (iii) duly certified by a Chartered Accountant.

(iv) The Firm (or any partner/member of the JV firm in case of JV), should fulfill the following condition as a proof of technical capability to manage and handle a freight traffic for RORO trains :

Similar Nature: The bidder should have an experience of operating road freight transport business as a transport agency ,OR should be owner of freight road vehicles or be in a freight forwarding business such that :

Experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following: -

a. Three similar completed works costing not less than the amount equal to 30% of the estimated cost.

or

b. Two similar completed works costing not less than the amount equal to 40% of the estimated cost.

or

c. One similar completed work costing not less than the amount equal to 60% of the estimated cost.

Note :Work experience certificate from a private individual shall not be considered. However, in addition to work experience certificates issued by any Govt. Organisation, work experience certificate issued by Public listed company having average annual turnover of Rs. 500 crore and above in last 3 financial years excluding the current financial year, listed on National Stock Exchange or Bombay Stock Exchange, incorporated registered at least 5 years prior to the date of opening of tender, shall also be considered provided the work experience certificate has been issued by a person authorized by the Public listed company to issue such certificates.

In case tenderer submits work experience certificate issued by a public listed company, the tenderer shall also submit alongwith work experience certificate, the relevant copy of work order, bill of quantities, bill wise details of payment received duly certified by Chartered Accountant. TDS certificates for all payments received and copy of final last bill paid by company in support of above work experience certificate.

### 5.2.3 CRITERIA FOR THE SELECTION:

(a) E-Tenders are invited in 'Single Stage Two Packet System' on prescribed Forms from Firms/companies/Joint ventures/consortiums meeting the requisite

qualifying criteria, for Operation of RO-RO Service over New Palanpur to New Rewari section of WDFC, for which Sole Right License will be granted to the successful bidder (Licensee) to be selected through this RFP.

(b) In case, there is only one valid offer received from an eligible bidder , the License for operation of RO-RO service will be awarded to that bidder provided the financial offer mentioning Freight Charges (payable by the Licensee to the DFCCIL, over and above the DFCCIL Reserve price, is acceptable to DFCCIL.

(c) In case there are more than one valid offer received from eligible bidders for operation of RO-RO service the License shall be awarded to the bidder having the highest financial offer.

**5.3 Evaluation of Financial Proposals :**

5.3.1 Determination of Responsiveness : The Bid will be evaluated to determine whether each bid has been properly signed and is substantially responsive as per criteria mentioned in para 5.2.1 above.

5.3.2 The evaluation committee will determine whether the financial proposals submitted in format as per Annexure - 5, are complete, correct and free from any computational errors. The Financial Proposal must be in terms of local currency. The Quoted Financial Price shall include all expenses including and out of pocket expenses etc. to be incurred by the Bidder to complete the assignment. The Financial Proposal should clearly estimate and specify, as a separate amount, the local taxes, duties, fees, levies, and other charges imposed under the applicable law, on the Applicant. These charges would be paid on actual but limited to this estimate of the bidder, except where there is a revision of the rates or a fresh levy is imposed by the government after the bid opening date.

5.3.3 Financial Proposals will be checked for computational errors or material omissions. If a financial proposal is received with material omissions then it shall be considered as an incomplete offer and hence shall not be considered for further evaluation.

5.3.4 The financial bid of only those bidders will be considered who qualify as per the eligibility criteria fixed in Clause 5.2.2. The bidder who bids highest offer for a rake of 45 wagons between New Palanpur and New Rewari will be selected for the license of Sole Right for RORO operation for the given pair of stations.

# SECTION - 6

# SPECIAL CONDITIONS

## SECTION - 6

## SPECIAL CONDITIONS

**6.1** The Contract shall be governed by the laws of India**.** The Agreement and the relationship between the Parties shall be governed, construed and interpreted in accordance with the Applicable Laws of India, as defined in ITB sub Clause 1.5. The Applicable Laws shall mean all Laws, bye Laws, Statutes, rules, regulations, orders, ordinances, codes, guidelines, notices, directions, Judgements, decrees or other requirements or Official directives and / or directives by any Statutory Authority in the republic of India.

**6.2 The language:**
This Contract shall be executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

**6.3 The addresses for communication with DFCCIL:**
General Manager (Operations),
Dedicated Freight Corridor Corporation of India Limited.
Room No. 506, 5th floor, Supreme Court Metro Station Building
Complex, New Delhi – 110 001.

**6.4** Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client will be taken or executed by the Authorized Representative as under:

General Manager (Operations),
Dedicated Freight Corridor Corporation of India Limited,
Room no.506, 5th Floor*, Supreme Court* Metro Station Complex, New Delhi - 110 001 India
Phone: +91-11-23454880 Fax +91-11-23454701,
Email: vedprakash@dfcc.co.in

**6.5 Commencement of contract and commencement of commercial operations date (COD)**

Period of contract shall be started after the lapse of seven days from issuance of Letter of Award (LOA) or start of first operation of commercial service, whichever is earlier. It will be considered as commencement date of contract and the party shall execute an Agreement with DFC w.r.t. operation of service, and submit the performance guarantee as mentioned in para.3.22. DFC will arrange for modification in rolling stock from Indian Railway during this period. In case all work has been completed earlier or later than this date, the day of completion of these formalities will be the actual date of commencement of contract.

6.6 Instructions issued by IR/DFCCIL from time to time shall be applicable in case of RO-RO Service. In case of conflict/ambiguity, the provisions / conditions laid in this RFP document shall prevail.

**6.7** **Currency of License:** The license period for operation of RO-RO service between New Palanpur – New Rewari circuit on sole right basis will be initially valid for one (1) year from commencement of contract with provision for one year's extension on

mutual agreement/consent on the same terms & conditions subject to satisfactory past performance of licensee.

**6.8 Termination of the Agreement:**

6.8.1 For non-compliance/defaults related to operation, a penalty of Rs. 25,000 per occasion will be imposed on the RORO licensee by competent authority (GM/ GGM, Operations).

6.8.2 Subject to the provisions in the agreement between DFCCIL and the firm, DFCCIL may terminate the Agreement with the Licensee for repetitive/major breach of the terms and conditions of the agreement, repetitive violations of the provisions of the Railways Act, 1989, commitment of unlawful act or in the event of default as regards the Contractual obligations, by giving a written Notice of Termination of 30 days to the firm to make good their default(s)/breach.

Before issuing the Termination Notice, DFCCIL will inform the firm of its intention to do so through a written "Show Cause notice". The firm can make a representation within 15 days of receiving such a notice. After expiry of 15 days, the termination notice of 15 days will be issued in writing if no representation is received from the firm. If a representation is received as response to the "show cause notice", the DFCCIL will decide the further course of action regarding termination notice taking all facts into consideration. Termination conditions about notice period mentioned in para 3.22 regarding performance guarantee will also apply.

The firm will also have the right to terminate the agreement by giving a notice of 60 days to the DFCCIL. Any dispute arising out of the same will be resolved through the Dispute Resolution Mechanism.

**6.9 Post Termination rights of DFCCIL: --**

(a) On termination of the Agreement, DFCCIL will be entitled to offer the rights of operating RORO on the same circuit to other operators.

(b) In case of termination before expiry of contract, whatsoever reasons, the performance guarantee submitted by licensee shall be forfeited in accordance with the provisions of clause 3.22 under Section - 3 of this document. Infrastructure created by the Licensee at the Stations will be taken over by DFC without any compensation to the licensee on termination of the agreement due to defaults on the part of the licensee.

**6.10 Obligations of the Licensee ) :**

6.10.1 Licensee will make intense marketing efforts to attract road traffic for movement through RO-RO service.On award of license, the Licensee will complete the infrastructure development, as mentioned below, at Originating/ Terminating station within one month from the date of award of contract (LOA).

6.10.2 Licensee shall strictly follow the Maximum Moving Dimensions of the section as available in Standard Schedule of Dimensions (SSoD) of DFCCIL available at website link - *https://indianrailways.gov.in/railwayboard/uploads/directorate/civil_engg/pdf/DFC-SOD/SSOD_Freight_Corridor_210113.pdf*

6.10.3 Party/Licensee will have to submit an indemnity bond, in the format, subsequently given by the DFCCIL, that he will bear the cost of any damage arising to wagons during the loading/ unloading operation.

6.10.4 A maximum of 2 persons per truck ,including driver accompanying trucks, travel as escort from originating to termination station on payment of 2nd class fare plus insurance for the same distance over IR. This payment of fare for escort but not entitle them to travel as passengers.

6.10.5 Statutory requirements: The selected operator will obtain all necessary/statutory clearances from concerned authorities, if required.

6.10.6 All the safety certificates and clearances, as required, from organizations other than the DFCCIL will have to be obtained by the Licensee on their own.

6.10.7 In no case, gross weight of the truck (Tare weight of truck + Commodity weight) shall exceed 65 (Sixty five) tons weight or maximum weight of the road vehicle notified by Govt. of India whichever is lesser. Licensee shall present a list of (i) vehicles [with copies of registration certificates and Insurance] being transported (ii) name of drivers/ assistant to be allowed to travel as escort and (iii) declaration about weight of loaded trucks (weighment certificate from surrounding weighbridge approved by local authorities) before completion of loading.. This detail can be checked and verified by the DFCCIL authority at any time. Deviation to the list will be treated as default by the Licensee.

6.11 Demurrage:
No demurrage will be charged however the cumulative monthly excess hours of rake detention beyond free time for loading/ unloading if reaches to 16 hours, then charges equivalent to one single trip will be charged.

6.12 Wharfage:
Wharfage charges at the terminal will be calculated in accordance with the rates prescribed by DFCCIL/Railway and revised from time to time and shall be paid by the Licensee for the extra time taken for removal of trucks beyond permissible free time.

6.13 Licensee shall ensure the lashing and chaining of the trucks with wagon for safe movements of trains. Licensee will engage authorised agencies for rectifying the defects related to fixing of lashing and chaining.

6.14 Licensee will provide sufficient facilities regarding toilets and washrooms for drivers and attendants at New Palanpur and New Rewari at his own cost with facilitation from DFCCIL.

6.15 Licensee will be allowed to make facilities of road weighbridge, tool rooms, Storehouse, Basic Truck Repair facilities etc in the DFC's premise and on payment of land licence fee as per extant instructions.

6.16 Licensee will have to tie up with a service provider for the provision of road crane , on a 30 minutes call to the premises at New Palanpur and New Rewari.

6.17 Licensees will have to hire a truck mechanic round the clock at New Palanpur and New Rewari alongwith required tools and equipment to tackle any exigency related to truck movement.

6.18 Licensee will have to develop Air filling stations at New Palanpur and New Rewari.

6.19 Under no circumstances storage of fuel or any inflammable material will be permitted in DFCCIL's premises.

## 6.20 Obligations of the DFCCIL:

6.20.1 The DFCCIL will complete the infrastructure development e.g. Facilities like Entry / Exit Ramps , connectivity from concerned Traffic Yard to a Motorable Road, Pedestrian Pathway along the Rail Track and Lighting in concerned Traffic Yard would be provided by the DFCCIL in addition to allocation of a dedicated Loop line for RO-RO Rake operation.

6.20.2 DFCCIL will provide a draft license agreement while replying to the pre-bid queries for better understanding of the bidder.

6.20.3 DFCCIL will facilitate the Licensee in getting required assistance from Zonal Railway and State Authorities wherever required.

.

6.20.4 Availability of Rake/Indents: Indents will be placed online using TMS module. Rake will be allocated to the customer as per IR/DFCCIL rules in force. If DFCCIL is not able to provide a rake, no freight charges will be levied for missed trips.

6.21 General Obligations:

i) Communications to be in Writing: All notices, communications, reference and complaints made by the DFCCIL or Licensee inter-se concerning the works shall be in writing or through and to registered e-mail IDs only. No notice, communication, reference or complaint not in writing or through pre registered ( with DFC ) mail, shall be recognized.

ii) Execution Correlation and Intent of Contract Documents: The contract documents shall be signed in triplicate by DFC and the Licensee. The contract documents are complementary and what is called for by anyone shall be as binding as if called for by all. The intention of the documents is to include all labour and materials, equipment and transportation necessary for proper execution of work.

iii) Law Governing the Contract: The contract shall be governed by the law for the time being in force in the Republic of India as defined under ITB Sub Para 1.5 [Applicable Law].

iv) Compliance to Regulations and Bye-Laws: The Contractor/ licensee shall conform to the provision of any statute relating to the works of road and rail transportation, road traffic rules/regulations, related govt taxations etc.

6.22 In general, IR circulars will be applicable in case of Indenting of wagon(s), Booking, demurrage, claim, etc. matters. Specific rules issued by IR/DFCCIL on RO-RO shall apply.
Rules related to indenting of wagon(s) is given in IRCA Commercial Manual Volume –II under chapter XIV and registration of demand for wagons electronically (e-RD)

through FOIS is mentioned in Rates Master Circular-RD/2019/0. Circulars issued by Railway Board regarding wagon registration, preparation of RR and electronic payment of registration fee and freight in TMS module of FOIS under the subject – "E-Registration of Demand", "Electronic Payment" and "E-Transmission of RR" shall be applicable.

# SECTION – 7

# SETTLEMENT OF DISPUTE

# SECTION – 7

# SETTLEMENT OF DISPUTE

**7.1 Amicable Settlement**

7.1.1 The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or the interpretation thereof.

**7.2 Dispute resolution**

7.2.1 Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Contract (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably in accordance with the Amicable settlement procedure set forth in Clause 7.3, hereunder.

7.2.2 The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Contract promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

**7.3 Amicable Settlement**

7.3.1 In the event of any Dispute between the Parties, either Party may call upon Managing Director and the Chairman of the Board of Directors of any of the party for amicable settlement, and upon such reference, the said persons shall meet within 7 (seven) working days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 7 (seven) day period or the Dispute is not amicably settled within 15 (fifteen) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing referred to in Clause 7.2.1 or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration in accordance with the provisions of Clause 7.4.

**7.4 Arbitration**

7.4.1 Any Dispute which is not resolved through aforesaid Amicable settlement, as provided in Clause 7.3, shall be finally decided by reference to arbitration by an Arbitral tribunal appointed in accordance with Clause 7.4.2. Such arbitration shall be held in accordance with the New Delhi International Center Act 2019, or such other rules as may be mutually agreed by the Parties. The governing Law shall be Arbitration and Conciliation Act 1996[ACA] as amended vide ACA-2019 [34 of 2019]. The venue of such arbitration shall be Delhi, and the language of arbitration proceedings shall be English.

7.4.2 There shall be a Arbitral Tribunal comprised of three arbitrators, of whom each Party shall select one, and the third arbitrator shall be appointed by the two arbitrators so selected and in the event of disagreement between the two arbitrators, the appointment shall be made by the Authority designated [ to Appoint the Arbitrator] under New Delhi International Center Act 2019.

7.4.3 The arbitrators shall make a reasoned award (the "Award"). Any Award made in any arbitration held pursuant to this Clause shall be final and binding on the Parties as from the date it is made, and the firm and the client (DFCCIL) agree and undertake to carry out such Award without delay.

7.4.4 The Licensee and the client (DFCCIL) agree that an Award may be enforced against the firm and/or the client (DFCCIL), as the case may be, and their respective assets wherever situated.

7.4.5 Subject to above, The Parties [Employer and Licensee] agree to the Jurisdiction of appropriate Delhi Courts for the purpose all matters of dispute , arising out of this Contract and the appropriate Delhi Courts, in such Matters, shall have the exclusive jurisdiction.

7.4.6 This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder

**Annexure-1**

## FORMAT OF COVERING LETTER FROM BIDDER

*Date:*

To,

General Manager (Operations)
DFCCIL,
New Delhi

Dear Sir,

**Sub: RFP for Allotment of Sole Rights for operation of Roll On Roll Off (RO-RO) service between New Palanpur and New Rewari section over WDFC [NIT -.-HQ/OPBD/BD(PROC)/2/2020/RO-RO/REJN-PNUN]**

1. We, the Bidder, having read the RFP and in full cognizance of and in complete agreement with the RFP and all subsequently issued Addenda, except as reflected specifically , clause wise under a separate Bidder's Statement titled " Statement of Deviation with the RFP and all subsequently issued Addenda ", are, hereby, submitting our Bid for the

   Allotment of Sole Rights for operation of Roll On Roll Off (RO-RO) service between New Palanpur and New Rewari section over WDFC and hereby bind myself / ourselves to complete all the formalities from time to time as required after the award of contract.

   Our Bid Shall be binding on the Bidder.

2. We, the Bidder, unequivocally, convey that our proposal, in terms of NIT serial no-6 & ITB sub Para no. 3.13, shall remain valid for a period of 120 days from the Proposal submission deadline.

3. In competing for (and, if the award is made to us, in executing) the Contract, we, in terms/Provisions of this RFP, undertake to observe the Applicable Indian laws ,Including the Indian Laws against fraud and corruption, including bribery.

4. We, the Bidder, unequivocally, convey that We (including All the constituent members of the JV/Consortium/Association comprising the Bidder, If the bidder is a JV/ Consortium/ Association), fully meet the eligibility requirement, as referred under Section-5 of the RFP.

5. We, the Bidder, unequivocally, convey that We (All the constituent members of the JV/Consortium/Association comprising the Bidder), have not been sanctioned/debarred by the Ministry of Railways or DFCCIL. Further, We, the Bidder, are not ineligible under the India' Laws or official regulations.

6. I / We understand that DFCCIL is not bound to accept any Proposal that they receive for award of contract for Allotment of Sole Rights for operation of Roll On Roll Off (RO-RO) service between New Palanpur and New Rewari section over WDFC.

7. I / We further understand that in case of any information submitted by me / us being found to be incorrect, DFCCIL will have the right to summarily reject the bid/proposal, cancel the contract and take further action pursuant to the RFP provisions.

8. I/We agree to submit all disputes arising out of or in connection with this bid/proposal document to the exclusive jurisdiction of courts at New Delhi.

9. I/We understand that DFCCIL and its representatives are hereby authorized to conduct any inquiries or investigations or seek clarifications or verify any statements, documents and information submitted in connection with this bid/proposal.

10. I/We is/are hereby submitting our Proposal and Bid security online.

11. We are submitting our Proposal in association with: [Insert a list with full name and address of each associated firm]

Yours sincerely,

Signature of Authorized Signatory

(……)

Name and Designation of Authorized Signatory

(……)

Name of Firm:

Address and Contact Details:

Office Seal :

## Annexure-2

# Details/profile of Firm/Company/JV

*(Documents pertaining to the composition of the firm/company/JV should be submitted as stipulated in para 3.4)*

1. Name of the firm/company/JV:

2. Details:
   - General Profile & Nature of Business
   - Size of the company including no. of trucks owned/ operated
   - Services provided by the firm
   - Documents laid down in para 3.4.2

3. Geographical presence of the firm- regional branches/ offices

(To be signed by the authorized signatory)

Name:
Designation:
Dated:

**Annexure 3**

## ANNUAL TURNOVER AND NET WORTH OF THE FIRM FOR THE LAST THREE FINANCIAL YEARS

Bidding Bidder's / Lead Partner & Each Partner's Name-

| S. No. | Criteria | Single entity | JV/Consortium/Association (as applicable) | | | Document |
|---|---|---|---|---|---|---|
| | | | All partners combined | Each partner | Lead Partner | Submission requirement wit Ref of submittal |
| **1.General Eligibility-** | | | | | | |
| 1 | **Corrupt Practices** Not having been declared ineligible by the Employer [In the next 4 columns, Bidder to mention under specific & relevant column (s) the following; Bidder meets the requirement] | Must meet the requirement | Must meet the requirement | Must meet the requirement | Must meet the requirement | *Bidder to sign Integrity Pact with DFCCIL (Client) as issued by Ministry of heavy industries (DPE) vide office memorandum no-DPE/13(12)/11-FIN dated 09-09-2011, as a necessary precondition to Bid for the contract* duly executed Pre contract Integrity Pact [Form-5] at Page no.-- to Page no.-- of our Bid |
| 2 | **Banning of Business** Bidder or any of its constituents, Sub Contractor not banned by Ministry of Railways or DFCCIL; [In the next 4 columns, Bidder to mention under specific & relevant column (s) the following; Bidder meets the requirement] | Must meet the requirement | Must meet the requirement | Must meet the requirement | Must meet the requirement | *Letter of Technical bid Containing an undertaking*<br><br>Letter of technical Bid placed at page no.- to Page no.- |
| 3 | Net worth Calculated as the difference of Total assets and total liability for the Year 2019-20/2018-19 | Must meet the requirement | Must meet the requirement | Must meet t the requirement | Must meet the requirement | Shall be certified by chartered accountant<br><br>Form-FE-1 |

| | | | | | | |
|---|---|---|---|---|---|---|
| | [In the next 4 columns, Bidder to mention under specific & relevant column (s) the following; Bidder meets the requirement] | | | | | |
| 4. | Annual Turn over for the last three years (2016-17, 2017-18, 2018-19) or (2017-18, 2018-19, 2019-20) [In the next 4 columns, Bidder to mention under specific & relevant column (s) the following; Bidder meets the requirement] | Must meet the requirement | Must meet the requirement | Minimum 25 % of the requirement | 40% of the requirement | Shall be certified by chartered accountant Form-FE-1<br><br>Form-FE-1 placed at Page no--- to Page no--- of the bidder's bid. |
| 5. | Detail of successful completion of similar work during the previous 7 years (as explained in para 5.2.2.v.) [In the next 4 columns, Bidder to mention under specific & relevant column (s) the following; Bidder meets the requirement] | Must meet the requirement | Must meet the requirement | Each Partner must have completed One similar work of 30% value | | Certificate as explained in para 5.2.2.v<br><br>Form-Annexure-4 Placed at Page no--- to Page no--- of the Bidder' bid |

(To be signed by the authorized signatory)

Name:
Designation:
Dated:

**Annexure 4**

# EXPERIENCE REGARDING ROAD FREIGHT TRANSPORT OPERATION

(A) RO-RO Service Provider/ Licensee:

| | | |
|---|---|---|
| 1 | Number of years in the business | |
| 2 | Places / Industries where road freight transport services provided in the past in | (a)<br>(b) |
| 3 | Location at which the firm/company has offices | Head Office:<br>Other offices (please specify locations): |
| 4 | Description of major works with which the firm has been associated in the past : | |
| I. | **Experience as road freight transport agency (in number of years)**<br>*** Certificate from Chartered Accountant alongwith Certificate of incorporation of business of bidder/ member of JV/ Consortium** | |
| II. | **Number of Freight Road Vehicles owned by bidder (with a loading capacity of 20 tons or above - Yearwise during the last three years)**<br>* Copy of Registration Certification in the name of bidder/ member of JV/ Consortium is required | |
| III. | **Detail of any other work related to operation of Road Transport Business** | |

In the above given format following points should be covered and comprehensive information should be provided:

i. Date of incorporation of Road Transportation Agency/Company
ii. Number of trucks owned / managed
iii. Documents supporting above

Note:

The firm's experience should be supported by documentary evidence in the form of certificates from the client/registration certificates, clearly mentioning the work/type. Copy of evidence should be in English or supported by an authenticated English translation.

In Case of the Bidder being JV/Consortium/Association, the experience requirement to be met ,in a combined manner, by all the Partners but Each Partner must have completed one similar work.

(To be signed by the authorized signatory)

Name:
Designation:
Dated:

**Annexure 5**

## FORMAT FOR FINANCIAL BID BY THE BIDDER

**(To be submitted by bidder on letter head of company and sealed in a separate envelope as explained under Section - 3)**

I _____ (name of authorized signatory) on the behalf of _____ (name of the company/JV/Consortium) hereby declare that I have read all the terms and conditions of the contract and offer the financial bid of Rs. _____ (In Numeric & Words) plus GST (at par with goods traffic of Indian Railways as also explained in RFP document) against the reserve price of Rs. 9,00,000/- (Rupees Nine Lakhs only ) for a rake of 45 wagons as freight for per single trip operation of RO-RO service in either direction between New Palanpur to New Rewari.

I hereby declare that I will be duty bound to follow the terms & conditions mentioned in this RFP document if found a successful bidder for operation of the service.

**(To be signed by the authorized signatory)**

**Name:**

**Designation:**

**Dated:**

**FORM 1**

**ECS –FORM**
ELECTRONIC CLEARING SERVICE (CREDIT CLEARING)
(PAYMENT TO BIDDER THROUGH CREDIT CLEARING MECHANISM) No. :

**1. BIDDER'S NAME** : _____
Address: _____
_____
_____
Phone/Mobile No. : _____

**2. PARTICULARS OF BANK ACCOUNT OF BIDDER**:
A.BANK NAME : _____
B. BRANCH NAME: _____
Address : _____
_____
Telephone No. : _____

C. IFSC code of the Bank
(For payments through RTGS): _____

D. ACCOUNT TYPE
(S.B. Account/Current Account or
Cash Credit with Code 10/11/13) : _____

E. ACCOUNT NUMBER
(As appearing on the Cheque Book) : _____

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not affected at all for reasons of incomplete or incorrect information, I would not hold the Client responsible.

Date:
(…….)
Signature of the Bidder

Certified that the particulars furnished above are correct as per our records.

(Bank's Stamp)
Date:
(…….)
Signature of the Authorized
Official from the Bank

**FORM: 2**

**FORM OF DECLARATION (On Letter head of Bidder)**

**M/s----------(name of Bidder)** having its Registered office at ---------- (hereinafter referred to as `the Bidder) having carefully studied all the Bid documents relating to the "----------(name of the Work)", the local and site conditions and having undertaken to execute the said works,

DO HEREBY DECLARE THAT:

1. The Bidder is familiar with all the requirements of the Contract.

2. The Bidder has not been influenced by any statement or promise of any person of the Client but only the Contract Documents.

3. The Bidder is financially solvent.

4. The Bidder is experienced and competent to perform the Contract to the satisfaction of the Client.

5. The Bidder is familiar with all general and special laws, acts, ordinances, rules and regulations of the Municipalities, District, State and Central Government of India that may affect the work, its performance or personnel employed therein.

6. The Bidder hereby authorises the Client to seek reference from the bankers of Bidder for its financial position.

7. The Bidder undertakes to abide by all labour welfare legislations.

8. The Bidder confirmed that the provisions of Micro, Small & Medium Enterprise as per MSME Development Act 2006 are applicable/not applicable (strike out whichever is not applicable) to us. Any change in the status of the organization occurring during the currency of the contract shall be informed to the Client.The statement submitted by the Bidder is true and correct.

9. Information submitted with bid documents is correct in all respects

For and on behalf of the Bidder

Sd/-

(To be signed by the authorized signatory)

Name:
Designation:
Dated:

**FORM 3**

**Declaration of eligibility (On Letter head of Bidder)**
**(By the Bidder)**

I/ We, M/s …… (Name of bidder) hereby certify that I/we have not been presently banned/delisted/de-barred from business by Indian Railways, any PSU/Govt. Department.

(To be signed by the authorized signatory)

Name:
Designation:
Dated:

**FORM 4**

**Declaration for Labour Law Compliance**

**(On Letter head of Bidder)**

We are in compliance with all applicable laws (like Provident Fund Act, Minimum Wages Act etc.) relating to personnel deployed by us in DFCCIL territory and all works related to this license for operation of RORO trains on DFCCIL. We are responsible for statutory compliance of labour law for the personnel deployed by us in connection with DFCCIL's above license . We further confirm that all statutory requirements are being complied by us.

(To be signed by the authorized signatory)

Name:
Designation:
Dated:

**FORM 5**

## PRE-CONTRACT INTEGRITY PACT

General: This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of_____20__ between, on one hand, the DFCCIL acting through Shri _____, Designation of the officer, (hereinafter called the "CLIENT", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/S _____ represented by Shri _____, _____ (Designation) (hereinafter called the "BIDDER" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the CLIENT proposes to procure (Name of the Stores/ Equipment/ Item, Name of the firm, Name of Works Contract, Name of Services) and the (A) is willing to offer/has offered for stores or works.

WHEREAS the (A) is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the CLIENT is a PSU performing its functions on behalf of the President of India.

NOW THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence / prejudiced dealings prior to, during and subsequent to the currency of the contract entered into with a view to:

Enabling the CLIENT to obtain the desired said(Name of the Stores/Equipment/Item Name of the Service, Name of Works contract, Name of Services) at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERs to abstain from bribing or indulging in any corrupt practice in order to secure (B) by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the CLIENT will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereby agree to enter into this Integrity Pact and agree as follows: **Commitments of the BUYER**

**1.1.** The CLIENT undertakes that no official of the CLIENT, connected directly or indirectly with the (B), will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the (A), either for themselves or for any person, organization or third party related to the (B), in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the (B).

**1.2.** The CLIENT will, during the pre-contract stage, treat all BIDDERs alike, and will provide to all BIDDERs the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular (A) in comparison to other BIDDERs.

**1.3.** All the officials of the CLIENT will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the (A) to the CLIENT with full and verifiable facts and the same is prima facie found to be correct by the CLIENT,, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the CLIENT and such a person shall be debarred from further dealings related to the (B) process. In such a case while an enquiry is being conducted by the CLIENT the proceedings under the (B) contract would not be stalled.

**Commitments of Bidders:**

**3.** The (A) commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the (B) contract or in furtherance to secure it and in particular commit itself to the following:

**3.1.** The (A) will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the CLIENT, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the (B) in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.

**3.2.** The (A) further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the CLIENT or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the (B) or any other (B) with the Government for showing or forbearing to show favour or disfavour to any person in relation to the (B) or any other (B) with the Government.

**3.3.** (A) shall disclose the name and address of agents and representatives and Indian (A) shall disclose their foreign principals or associates.

**3.4** (A) shall disclose the payments to be made by them to agents/ brokers or any other intermediary, in connection with this bid/contract.

**3.5.** The (A) further confirms and declares to the CLIENT that the (A) is the original manufacturer / integrator/ authorized government sponsored export entity of the stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the CLIENT or any of its functionaries, whether officially or unofficially to the award of the (B) to the (A), nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

**3.6.** The (A), either while presenting the bid or during pre-contract negotiations or before signing the (B), shall disclose any payments he has made, is committed to or intends to make to officials of the CLIENT or their family members, agents, brokers or any other intermediaries in connection with the (B) and the details of services agreed upon for such payments.

**3.7.** The (A) will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

**3.8.** The (A) will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

**3.9.** The (A) shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the CLIENT as part of the business relationship, regarding plans, proposals and business details, including information contained in any electronic data carrier. The (A) also undertakes to exercise due and adequate care lest any such information is divulged.

**3.10.** The (A) commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

**3.11.** The (A) shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

**3.12.** If the (A) or any employee of the (A) or any person acting on behalf of the (A), either directly or indirectly, is a relative of any of the officers of the CLIENT, or alternatively, if any relative of an officer of the CLIENT has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the (A) at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act, 1956.

**3.13.** The (A) shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the CLIENT.

**4. Previous Transgression**

**4.1.** The (A) declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

**4.2.** The (A) agrees that if it makes incorrect statements on this subject, (A) can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

**5. Security Deposit:**

While submitting commercial bid, the (A) shall deposit an amount of Rs. 10,00,000/- (Ten lakh rupees only) as Security Deposit, with the CLIENT through only electronic transfer or unconditional e-BG.

**6. Sanctions for Violations**

**6.1.** Any breach of the aforesaid provisions by the (A) or any one employed by it or acting on its behalf (whether with or without the knowledge of the (A) shall entitle the CLIENT to take all or any one of the following actions, wherever required

**(i)** To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the (A). However, the proceedings with the other BIDDER(s) would continue.

**(ii)** The Security deposit (after the (B) is signed) shall stand forfeited either fully and the CLIENT shall not be required to assign any reason therefore.

**(iii)** To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

**(iv)** To recover all sums already paid by the CLIENT, and in case of an Indian (A) with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a (A) from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the (A) from the BUYER in connection with any other contract for any other (B), such outstanding payment could also be utilized to recover the aforesaid sum and interest.

**(v)** To cancel all or any other Contracts with the (A). The (A) shall be liable to pay compensation for any loss or damage to the CLIENT resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the (A).

**(vi)** To debar the (A) from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the CLIENT.

**(vii)** To recover all sums paid in violation of this Pact by (A) to any middleman or agent or broker with a view to securing (B) the contract.

**(viii)** In cases where irrevocable Letters of Credit have been received in respect of any (B) signed by the CLIENT with the (A), the same shall not be opened.

**(ix)** Forfeiture of Bid Security in case of a decision by the CLIENT to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

**6.2.** The CLIENT will be entitled to take all or any of the actions mentioned at Para 6.1 (i) to (x) of this Pact also on the Commission by the (A) or any one employed by it or acting on its behalf (whether with or without the knowledge of the (A), of an offence as defined in Chapter IX of the Indian Penal Code, 1860, or Prevention of Corruption Act, 1988, or any other statute enacted for prevention of corruption.

**6.3.** The decision of the CLIENT to the effect that a breach of the provisions of this Pact has been committed by the (A) shall be final and conclusive on the (A). However, the (A) can approach the Independent Monitor(s) appointed for the purposes of this Pact.

**7.** Fall Clause

**7.1.** The (A) undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in

respect of any other Ministry / Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub system was supplied by the (A) to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the (A) to the CLIENT, if the (B) has already been concluded.

**8. Independent Monitors**

**8.1.** The CLIENT has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in firm with the Central Vigilance Commission Names and Address of the Monitors to be given).

**8.2.** The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

**8.3.** The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

**8.4.** Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

**8.5**. As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will inform the Authority designated by the CLIENT.

**8.6.** The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the CLIENT including that provided by the BIDDER. The (A) will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the (A) with confidentiality.

**8.7.** The CLIENT will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

**8.8.** The Monitor will submit a written report to the MD/DFCCIL, within 8 to 10 weeks from the date of reference or intimation to him by the CLIENT / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

**9. Facilitation of Investigation**

In case of any allegation of violation of any provisions of this Pact or payment of commission, the CLIENT or its agencies shall be entitled to examine all the documents including the Books of Accounts of the (A) and the (A) shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

**10. Law and Place of Jurisdiction**

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the CLIENT

**11.Other Legal Actions**

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

**12. Validity**

**12.1.** The validity of this Integrity Pact shall be from the date of its signing and extend up to 5 years or the complete execution of the (B) to the satisfaction of both the CLIENT and the (A), including warranty period, whichever is later. In case (A) is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the (B).

**12.2.** Should one or several provisions of this Pact turn out to be invalid, the remainder of this pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

**13.** The parties hereby sign this Integrity Pact at _____on _____

CLIENT BIDDER

Name of the Officer. CHIEF EXECUTIVE OFFICER designation Deptt./Ministry/PSU

Witness

1. _____ 1._____

2. _____ 2. _____

Note:

(A)- To be replaced by BIDDER/Seller/ firm/Licensee as the case may be.

(B)- To be replaced by Contract/Supply Contract/ Works Contract as the case may be.

**FORM - 6**

**FORMAT FOR AFFIDAVIT TO BE UPLOADED BY BIDDER ALONGWITH THE TENDER DOCUMENT**

*(To be executed in presence of Public notary on non-judicial stamp paper of the value of Rs. 100/- The stamp paper has to be in the name of the Bidder)***

NIT No-HQ/OPBD/BD(PROC)/2/2020/RO-RO/REJN-PNUN dated 16-02-2021

Name of Work: "Allotment of Sole Rights for Operation of Roll on Roll off (Ro-Ro) Service Between New Palanpur And New Rewari Section Over WDFC."

I …….(Name and designation)** appointed as the attorney/authorized signatory of the Bidder (including its constituents),

M/s …….(hereinafter called the Bidder) for the purpose of the Proposal …….as per the RFP No……of DFCCIL, do hereby solemnly affirm and state on the behalf of the Bidder including its constituents as under:

1. I/we the Bidder, am/are signing this document after carefully reading the contents.
2. I/we the Bidder ,also accept all the conditions of the RFP and have signed all the pages in confirmation thereof.
3. I/we hereby declare that I/we have downloaded the RFP document from the website https://www.ireps.gov.in.
4. I/we have verified the contents of the document from the website and there is no addition, no deletion or no alteration to the content of the RFP document. In case of any discrepancy noticed at any stage during the Contract validity, till after total License period, the master copy available with the DFCCIL shall be final and binding up me/us.
4. I/we declare and certify that I/we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements in our Bid / Proposal for the captioned Work.
5. I/we also understand that my/our offer will be evaluated based on the document/credentials submitted along with the offer and the same shall be binding upon me/us.

6. I/we- the Bidder declare that the information and documents submitted along with the tender by me/us are correct and I/we the Bidder are fully responsible for the correctness for the information and documents, submitted by us.
7. I/we the Bidder understand that if the certificates regarding eligibility criteria submitted by us are found to be forged/false or incorrect any time during the process of business for five year on the entire DFCCIL. Further, I/we (insert name of the tenderer/Bidder)**……..and all my/our constituents understand that my/our offer shall be summarily rejected and action, in terms of ITB sub Clause 3.6.1 [Bid security Declaration], shall be taken.
8. I/we also understand that if the certificates submitted by us found to be false/forged or incorrect at any time after the award of the contract, it will lead to termination of the contract, along with forfeiture of Performance security besides any other provided in the contract including banning of business for five year on entire DFCCIL.

DEPONENT

SEAL AND SIGNATURE
OF THE BIDDER

VERIFICATION

I/we above named Bidder do hereby solemnly affirm and verify that the contents of my/our above affidavit are true and correct. Nothing has been concealed and no part of it is false

DEPONENT
SEAL AND SIGNATURE
OF THE BIDDER

Place:
Dated:

**The contents in Italics are only for guidance purposes. Details as appropriate, are to be filled in suitably by Bidder.

Attestation before Magistrate/Notary Public

**FORM - 7**

Date: [insert date (as day, month and year)]

Bid No.: [NIT No……..]

RFP no-: [insert identification No if this is a Bid for an alternative]

*[To be executed on non Judicial Stamp Paper and duly notarized]*

To:

Dedicated Freight Corridor Corporation of India Limited [DFCCIL;Employer],

Supreme Court Metro Station Complex Building,

New Delhi-110001 (India)]

**Sub- Bid Security Declaration for the Works-Allotment of Sole Right for Operation of Roll On- Roll Off (Ro-Ro) Service between New Palanpur and New Rewari Section over WDFC; NIT no-HQ/OPBD/BD(PROC)/2/2020/RO-RO/REJN-PNUN]**

We, the undersigned, declare that:

We understand that, according to your conditions [ITB Sub Clause 3.6.1], Bids must be supported by a Bid-Securing Declaration.

We accept that we will automatically be suspended from being eligible for Bidding in any contract with the DFCCIL for the period of time of **Two Calendar Years period beginning from the date of submission/uploading of the Bidder's Bid/Proposal**, if we are in breach of our obligation(s) under the bid conditions, because we:

(a) have withdrawn our Bid during the period of Bid validity specified in the Letter of Bid; or

(b) having been notified of the acceptance of our Bid by the DFCCIL during the period of the Bid Validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with ITB 38.

c) If , subsequently after award of the Tender , any of the information, provided/contained in the Bidder's [the successful Bidder and later licensee] Bids is adjudged to be False during the validity of the Contract; In such case the aforesaid Two Calendar Year period of Suspension shall commence from the date on which, any of the Information in the Bidder's Bid is adjudged to be false.

We understand this Bid-Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of our Bid.

Signed: [insert signature of person whose name and capacity are shown] In the capacity of [insert legal capacity of person signing the Bid-Securing Declaration]

Name: [insert complete name of person signing the Bid-Securing Declaration]

Duly authorized to sign the bid for and on behalf of: [insert complete name of Bidder]

Dated on _____ day of _____, _____ [insert date of signing] Corporate Seal (where appropriate) [Note: In case of a Joint Venture, the Bid-Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid.]

**Form-FE-1**

**Financial Situation**

**[General Eligibility Criteria-5.2.2(i) & .(ii)]**

For NIT no & Date- HQ/OPBD/BD(PROC)/2/2020/RO-RO/REJN-PNUN dated 16-02-2021

Bidder's Name[1]-

[1 –In case of Bidder being JV/ Consortium, the form is required to filled for each Constituent Firm]

| **Financial Data** | **FY-1 (2018-19)** | **FY-2 (2017-18)** | **FY-3 (2016-17)** |
|---|---|---|---|
| **Total Assets (TA)** | | | |
| **Total liabilities** | | | |
| **Net Worth (NW)** | | | |
| **Annual Average turn over** | | | |

**Notes**

1. With this Form, the Bidder shall attach copies of the audited balance sheets, including all related notes, and income statements for the last five years, as indicated above, complying with the following conditions.

    (i) All such documents, reflecting the financial situation of the Bidder or partner to a JV, and not sister or parent companies.

    (ii) Historic financial statements must be complete, including all notes to the financial statements.

    ·(iii) Historic financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

1.The data in the above Form shall be certified by the Independent Chartered Accountant. The Respective and specific Reference of Audited Balance sheet to be clearly mentioned

[below the amounts for each FY] to Compare the Financial data given in FE-1 and the Data given in the Balance sheet.

2.In case of the Bidder being JV/Consortium/Association, Each Partner to fulfill minimum 25% of the requirement with lead partner to fulfill minimum 40% of the requirement .

| | |
|---|---|
| Verified by Chartered Accountant (CA) | Signature on Claiming entity/ Firm's round Stamp- |
| | Name- |
| | Designation- |
| Signature on Stamp- | Partner-Firm- |
| Date of CA's signature- | E Mail ID- |
| CA's Name- | Countersigned by |
| | Authorized Representative of the JV/Consortium/Association, on the Bidder's round stamp. |

**FORM-FE-2**

## Financial Eligibility

## [Financial Eligibility Criteria-5.2.2.(iii)]

*[Total Contractual Receipts in crores of INR, in the previous three years (Year-2017-18, 2018-19 & 2019-20)]*

For NIT no & Date- HQ/OPBD/BD(PROC)/2/2020/RO-RO/REJN-PNUN dated 16-02-2021

Bidder 's Name-

| S.No. | Name of Work with Contract Agreement number & Date | Name of Employer Or the authority awarding the work | Role of Bidder Prime Contractor, Partner in JV/Consortium or Sub Contractor | % Participation in the Executing JV/Consortium /Association for the work | Period[1] of Contract Implementation From (Commencement date) to Completion date | Total Contractual Payment received- Cr of INR | Reference of Documentary Evidence[2] in support | |
|---|---|---|---|---|---|---|---|---|
| | | | | | | | Document | At Page no. |
| | | | | | | | | |

1-Period *the previous three years (Year-2017-18, 2018-19 & 2019-20]*

In case of Bidder being JV/Consortium/Association, each partner to meet min. 25 % of the requirement and Lead Partner to meet minimum 40% of the requirement

2-Document required- Attested Certificate from the concerned department / client and/or Audited Balance Sheet duly certified by Chartered Accountant.

| | |
|---|---|
| Verified by Chartered Accountant (CA) | Signature on Claiming entity/ Firm's round Stamp |
| | Name |
| | Designation |
| Signature on Stamp- | Partner-Firm |
| Date of CA's signature- | E Mail ID |

CA's Name-

Countersigned by

Authorized Representative of the JV/Consortium/Association, on the Bidder's round stamp.

**Form-8**

**Performance Security**

*[insert Indian Scheduled Bank's Name, and Address of Issuing Branch or Office]*

**Beneficiary:**

**Dedicated Freight Corridor Corporation of India Limited**,

5th Floor, Supreme Court, Metro Station Building Complex,

New Delhi, India-110001

**Date:** _____

**PERFORMANCE GUARANTEE No.:** _____

We have been informed that *[insert name of Successful Bidder/Licensee ]* (hereinafter called "Licensee") has entered into Contract awarded vide Letter of Acceptance No. *[insert reference number of the LOA]* dated *[insert date of the LOA]* with you, for the ;

"Allotment of Sole Rights for Operation of Roll on Roll off (Ro-Ro) Service Between New Palanpur And New Rewari Section Over WDFC." ' [NIT no-HQ/OPBD/BD(PROC)/2/2020/RO-RO/REJN-PNUN dated 16-02-2021];

Furthermore, we understand that, according to the conditions of the Contract, a Performance Guarantee is required.

At the request of the Licensee, we *[insert name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert amount in figures]* (*[amount in words])*, such sum being payable in the Indian Currency-INR, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Licensee is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the …. day of ……, 2…,, and any demand for payment under it must be received by us at this office on or before that date.

The Guarantor agrees to extend this guarantee for a period (s) not exceeding [six month]/[one year] at a time, in response to the Client's written request(s) for such extension(s).Such request(s) to be presented to the Guarantor before the expiry of the guarantee.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758, except that Sub-article 20(a) is hereby excluded.

_____

*[signature(s)]*

*[Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.]*

**Form-9**

## I. Form of Contract

## LUMP-SUM

(Text in brackets [ ] is optional; all notes should be deleted in the final text)

This CONTRACT (hereinafter called the "Contract") is made the [number] day of the month of [month], [year], between, on the one hand, ' Dedicated Freight Corridor Corporation of India Limited (hereafter referred to as **'DFCCIL or Employer'**), a Govt. of India Enterprise under Ministry of Railways and a company incorporated under the provisions of the Companies Act, 1956 having it's registered office at 5th Floor, Supreme Court Metro Station Complex, New Delhi-110001 represented through its Designated DFCCIL Officer (hereinafter referred to as "DFCCIL/Employer" which expression shall, unless repugnant to the context, be deemed to include it's successors and assigns) and, on the other hand, [name of Licensee] (hereinafter called the "Licensee", Which expression shall, unless repugnant to the context, be deemed to include it's successors and assigns;"), a Company registered under [ mention Legal Provision behind the Constitution of the Company] and having its registered office at [mention the licensee official Address]

[*If the Licensee consist of more than one entity, the above should be partially amended to read as follows*: "…(hereinafter called the "Licensee") and, on the other hand, a Joint Venture/Consortium/ Association (*Name of JV/Consortium/Association*) consisting of following entities, each member of which shall be jointly and severally liable to the Employer for all the Licensee's obligations under this Contract,

1- [*name of member*] and 2-[name of member] and so on--

Whereas,

(a) The Employer has , under the Terms and conditions of this Contract, agree to give exclusive License to the Licensee as referred in the Object of this tender;

"Allotment of Sole Rights for Operation of Roll on Roll off (Ro-Ro) Service Between New Palanpur And New Rewari Section Over WDFC." ' [NIT no-HQ/OPBD/BD(PROC)/2/2020/RO-RO/REJN-PNUN dated 16-02-2021;

(b) the Licensee , having represented to the Employer that it has the required professional skills, expertise and resources, has agreed to operate the RO-RO Rakes ,between the Between New Palanpur And New Rewari WDFC Stations, as per terms & condition of the Contract

(c) Licensee shall pay the Freight Charges per rake , as accepted in the LOA, to the Authority, Designated in the License;

NOW THEREFORE the parties (Client & Consultant) hereto hereby agree as follows:

1. The following documents attached hereto shall , inter alia, be deemed to form an integral part of this Contract:

(a) Letter of Acceptance [ LOA]

(b) Letter of Financial Bid

(b) The Instruction to Bidder [ITB]

(c ) Scope of Work-[ as placed under Section-4 of the RFP]

(d) The Special Conditions of Contract;

(d) Duly executed Form-6 [Format of Affidavit]

(e) Duly executed Bid Security Declaration [Form-7]

(f) Duly executed Pre contract Integrity Pact[Form-5]

(g) Duly executed Form-1 to Form-4, as placed in the RFP

Parties agree that in the event of any ambiguity, the relevant RFP Provision shall prevail.

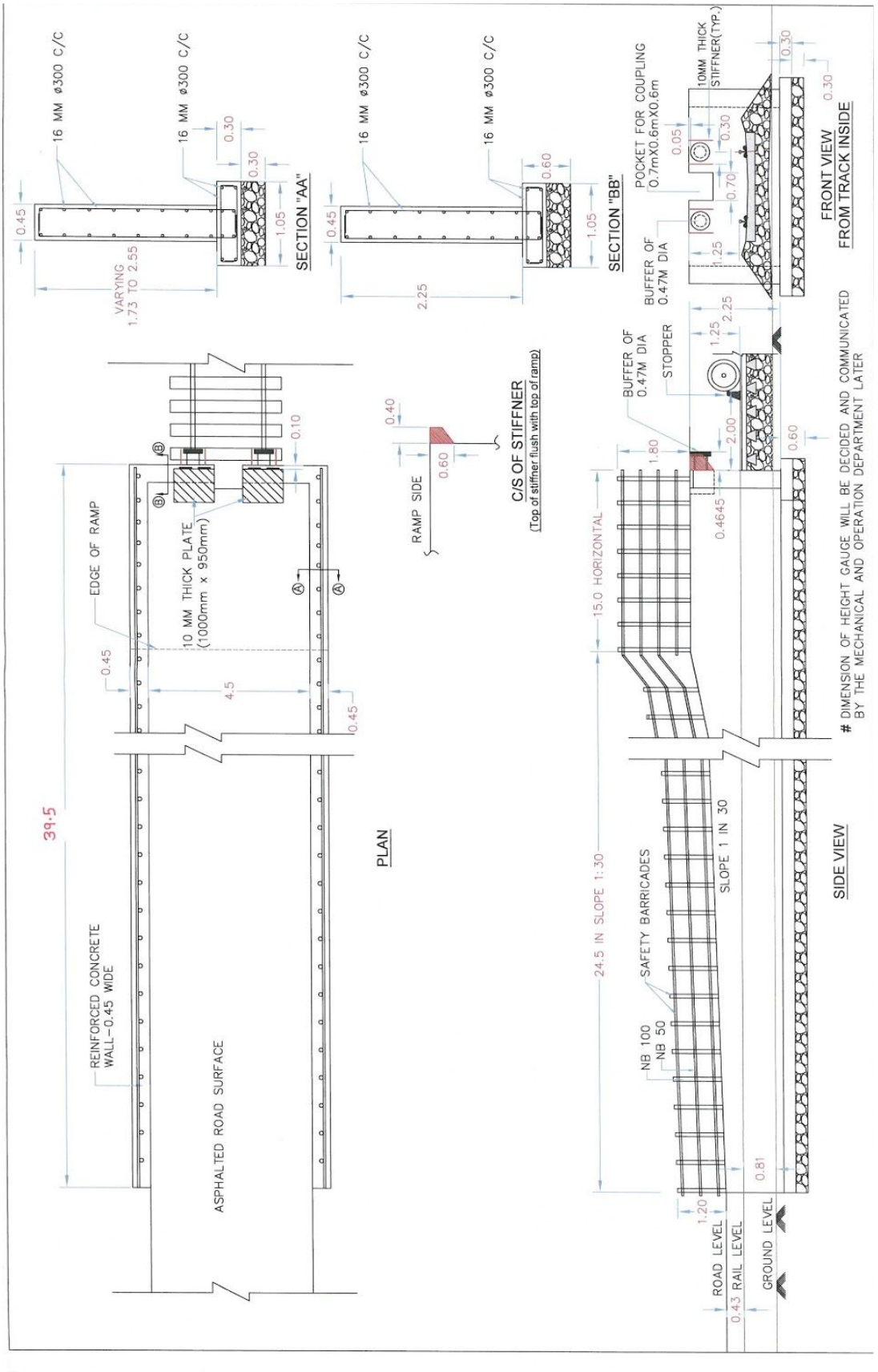
2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract,

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

| | Authorized Representative of the<br><br>Employer | Authorized Representative of the Licensee |
|---|---|---|
| Authorized Signature {In full and initials}: | (Employer Round Stamp) | (Licensee Round Stamp) |
| Name and Title of Authorized Signatory: | | |
| Address | | |

| | | |
|---|---|---|
| E Mail | | |
| Telephone number | | |
| Signature of Witness | | |
| Address | | |
| E Mail | | |
| Telephone number | | |

Note-Actual content of the Contract Agreement may differ from the above .

**Enclosure - 1**

## Drawing showing Ramp Design